IMPORTANT - - Read This Developer Prepared Report Before Buying

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

AMENDED DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	MANAWA AT MEHANA
Project Address	1051 Kakala Street and 458 Manawai Street Kapolei, Hawaii 96707
Registration Number	7706
Effective Date of Report	March 29, 2017
Developer(s)	D.R. Horton-Schuler Homes, LLC, a Delaware limited liability company dba D.R. Horton-Schuler Division

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.

NOTE: Prospective purchasers are advised that there may be other special or significant matters disclosed in Exhibit U (Misc. Info) of this Public Report. Please read with care. Should you or your attorney have any questions concerning the contents of this report, please check with the Developer or its counsel.

This Amended Developer's Public Report supersedes the Developer's Public Report with an effective date of September 28, 2015.

A. Changes made are as follows:

1. Developer recorded that certain (a) Amendment to Declaration of Condominium Property Regime of Manawa at Mehana Condominium Map No. 2299, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Land Court") as Document No. T-9640027, dated May 1, 2016; (b) Amendment to Declaration of Condominium Property Regime of Manawa at Mehana Annexing Increments 1 & 2 Condominium Map No. 2299 as Document No. T-9506236; (c) Amendment to Declaration of Condominium Property Regime of Manawa at Mehana Annexing Increment 3 (Building 6 & 11) as Document No. T-9594274; (d) Amendment to Declaration of Condominium Property Regime of Manawa at Mehana Annexing Increment 4 (Buildings 3, 4, and 5) Condominium Map No. 2299, filed in the Land Court as Document No. T-9667227, dated June 13, 2016; and (e) Amendment to Declaration of Condominium Property Regime of Manawa at Mehana Condominium Map No. 2299, filed in the Land Court as Document No. T-9916450, dated February 9, 2017, which amended the prior Declaration of Condominium Property Regime of Manawa at Mehana, and (f) Amendment to Declaration of Condominium Property Regime of Manawa at Mehana as Document No. T-9921167
2. Developer recorded that certain Amendment to Condominium Map for Manawa at Mehana Condominium Map No. 2299, dated February 09, 2017 as Document No. T-9916449.
3. Developer recorded that certain Amendment to Bylaws of the Association of Unit Owners of Manawa at Mehana, filed in Land Court as Document No. T-9485230, dated December 17, 2015.
4. Updated the budget for the Community.
5. Updated the list of names and officers and directors of the Developer.
6. Developer amended the Escrow Agreement to add escrow fees for Commercial Units.
7. Developer Amended the Mehana at Kapolei Commercial Use Guidelines, dated November 15, 2016.
8. Amended, Supplemented, and Modified Master Declaration of Covenants, Conditions, Restrictions, and Easements for Mehana at Kapolei.
9. Developer amended the Manawa at Mehana Community Rules on or about February 24, 2017.
10. Adoption of Second Amended and Restated Mehana at Kapolei Design Review Committee Supplemental Rules and Guidelines, dated November 15, 2016.

11. Adoption of Amended and Restated Mehana at Kapolei Signage Guidelines, dated January 18, 2017.
12. Developer filed Articles of Incorporation for Manawa at Mehana.
13. Updated Title Report.

B. Changes made to the following pages and exhibits to the Developer's Public Report:

1. The Special Attention -- Significant Matters section the Developer's Report has been expanded and updated, including updates to the real property tax rates for 2016-2017.
2. Section 1.1 The Underlying Land revised to reflect new Tax Map Key Number.
3. Section 1.4 Parking Stalls revised to reflect at least 2 parking stalls for each Commercial Unit.
4. Section 1.12 revised to reflect the updated Preliminary Title Report.
5. Section 2 updated with the current officers and directors of Developer.
6. Sections 3.1, 3.2, and 3.3 and Exhibit L updated to include amendments to Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, and Condominium Map.
7. Sections 4.3 and 4.4 revised to clarify billings and submetering of water and sewer for Unit part of common expenses and water for common elements included in maintenance fees.
8. Section 5.1 revised to reflect Amendment to Escrow Agreement.
9. Exhibit C updated to reflect changes in parking stall assignments to the Commercial Units, changes in Declarant Reserved Stalls, designations of handicap accessible and adaptable guest stalls, USPS use of Guest Stall No. 46, and designation of parking stalls for electrical vehicle use.
10. Exhibit I updated to reflect designation of parking stalls for electrical vehicle use.
11. Exhibit J updated to revise typographical error in description of Private Yard Area to delete land beneath the Unit, revise assignment of parking stalls for Commercial Units, and clarify propane tank area in Community.
12. Exhibit K updated to correct location of propane tanks and clarify use relating to real estate sales in certain Commercial Units.
13. Exhibit L updated to reflect updated title encumbrances.
14. Exhibit O updated to reflect a change to construction increments and include additional rights reserved to Declarant in Declaration.
15. Exhibit P updated to provide the updated budget.

C. Special Attention – Significant Matters

1. All prospective purchasers should also be aware that Manawa at Mehana is within and a part of the master planned community known as the Mehana at Kapolei, and is subject to certain conditions and restrictions contained in various documents that affect the Community, including the covenants, conditions, restrictions, reservations, agreements, obligations and other provisions contained in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Mehana at Kapolei, as the same may be amended and/or supplemented.

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

3.The City and County of Honolulu Real Property Assessment Division has changed the manner in which it assesses Live Work Units. Even when used solely for residential purposes, Live Work Units may be classified as "commercial" for real property tax purposes, notwithstanding the fact that only the live/work space portion of the Live Work Unit is used for commercial purposes. The 2016-2017 tax rate for property classified as "commercial" is $12.40 per $1,000 of net taxable value of the Unit and for property classified as "residential" the 2016-2017 tax rate is $3.50 per $1,000 net taxable value of the Unit. If the Live Work Unit is owner occupied, an owner may seek to obtain the "residential" tax classification by filing a home exemption and indicating that the property will be used for residential purposes. If the Live Work Unit is not owner occupied but is used solely for residential purposes, Owners may file with the City and County of Honolulu Real Property Assessment Division a "Declaration Regarding Condominium Use" to seek to have the property classified as residential, which Buyer may obtain from the City and County of Honolulu Real Property Tax Assessment Division. The tax rates provided are approximate only. For further information and to confirm your actual rate, you may contact the Real Property Tax Office at (808) 768-3799.

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EXHIBIT W: Solid Waste Management Plan

The Condominium Map (8 1/2 x 11) will be provided to Buyer.

General Information On Condominiums

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

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

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

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

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

Operation of the Condominium Project

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

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

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

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	☒ Fee Simple ☐ Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	☒ Yes ☐ No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	1051 Kakala Street and 458 Manawai Street, Kapolei, Hawaii 96707
Address of Project is expected to change because	N/A
Tax Map Key (TMK)	(1) 9-1-160-058
Tax Map Key is expected to change because	
Land Area	2.725 acres (Item I) and 2.001 acres (Item II)
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	N/A

1.2 Buildings and Other Improvements

Number of Buildings	12
Floors Per Building	1-3
Number of New Building(s)	12
Number of Converted Building(s)	N/A
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	concrete, wood, metal, glass, hollow tile, aluminum, composite, synthetic and other construction materials

1.3 Unit Types and Sizes of Units

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

92	**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 Stall in the Project:	236
Number of Guest Stalls in the Project:	10
Number of Parking Stalls Assigned to Each Unit:	See Page 4a.
Attach Exhibit C specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. See Exhibit D	

1.5 Boundaries of the Units

Boundaries of the unit:

See Exhibit E for a description of the unit boundaries.

1.6 Permitted Alterations to the Units

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

1.7 Common Interest

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

Described in Exhibit G.

As follows:

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

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

Attachment

1.4 Parking Stalls

Number of Parking Stalls Assigned to Each Unit:	At least 2 for Residential and Live-Work Units; At least 2 for Commercial Units

1.9 Common Elements

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

Common Element	Number
Elevators	N/A
Stairways	N/A
Trash Chutes	Trash enclosures - 4 exterior

1.10 Limited Common Elements

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

1.11 Special Use Restrictions

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

1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).
Exhibit L describes the encumbrances against title contained in the title report decribed below.
Date of the title report: February 17, 2017
Company that issued the title report: First American Title Company, Inc.

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
☒	Residential	62	☒ Yes ☐ No	AMX-2
☒	Commercial	12	☒ Yes ☐ No	BMX-3 (See Exhibit M)
☒	Mix Residential/Commercial	18	☒ Yes ☐ No	AMX-2 & BMX-3 (See Exh M)
☐	Hotel		☐ Yes ☐ No	
☐	Timeshare		☐ Yes ☐ No	
☐	Ohana		☐ Yes ☐ No	
☐	Industrial		☐ Yes ☐ No	
☐	Agricultural		☐ Yes ☐ No	
☐	Recreational		☐ Yes ☐ No	
☐	Other (Specify):		☐ Yes ☐ No	
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			☒ Yes ☐ No	
Variances to zoning code have been granted.			☐ Yes ☒ No	
Describe any variances that have been granted to zoning code			N/A	

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots

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

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

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

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

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

1.15 Conversions

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

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

1.16 Project In Agricultural District

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

1.17 Project with Assisted Living Facility

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

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	Name: D.R. Horton-Schuler Homes, LLC, a Delaware Limited liability company, dba D.R. Horton-Schuler Division Business Address: 130 Merchant Street, Suite 112 Honolulu, Hawaii 96813 Business Phone Number : (808) 521-5661 E-mail Address: RBruhl@drhorton.com
Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).	See page 9a
2.2 Real Estate Broker	Name: D.R. Horton-Schuler Homes, LLC Business Address: 130 Merchant Street, Suite 112 Honolulu, Hawaii 96813 Business Phone Number: (808) 521-5661 E-mail Address: mflood@drhorton.com
2.3 Escrow Depository	Name: First American Title Company, Inc. Business Address: 1177 Kapiolani Blvd. Honolulu, Hawaii 96814 Business Phone Number: (808) 457-3809
2.4 General Contractor	Name: Vertical Construction Corporation Business Address: 130 Merchant Street, Suite 112 Honolulu, Hawaii 96813 Business Phone Number: (808) 521-5661
2.5 Condominium Managing Agent	Name: Hawaiiana Management Company, Ltd. Business Address: 711 Kapiolani Boulevard, Suite 700 Honolulu, Hawaii 96813 Business Phone Number: (808) 593-9100
2.6 Attorney for Developer	Name: Case Lombardi & Pettit, Dennis M. Lombardi, Esq. Business Address: 737 Bishop Street, Suite 2600 Honolulu, Hawaii 96813 Business Phone Number: (808) 547-5400

2. Persons Connected with the Project

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).	Donald R. Horton, Chairman of the Board; David V. Auld, President & Chief Executive Officer; Michael J. Murray, Executive Vice President & Chief Operating Officer; Bill W. Wheat, Executive Vice President & Chief Financial Officer; Ted I. Harbour, Senior Vice President and Assistant Secretary; Thomas B. Montano, Secretary; Jeff Tebeaux, Vice President and Treasurer; Matthew J. Farris, Vice President and Region President; Robert Q. Bruhl, Vice President and Division President; Michael T. Jones, Vice President and President of Ho'opili Land Company Project; Cade C. Anderson, Vice President; Mary K. Flood, Vice President of Sales & Marketing; Jason E. Frank, Vice President and Region Chief Financial Officer; Alan D. Labbe, Vice President of Construction; William E. Mayer III, Vice President and Assistant Secretary; Mariette Menne, Vice President and Purchasing Manager; Randy Miyashiro, Vice President and Assistant Region Controller; Deborah S. Porter, Vice President and Region Controller; Esther H. Roberts, Vice President and Assistant Secretary; Tracy Tonaki, Vice President of Purchasing and Design; Kelly White, Vice President and Assistant Secretary; Kelly S. Alsbrook, Assistant Secretary and Escrow Coordinator; David L. Beeson, Assistant Secretary; Ashley Dagley, Assistant Secretary; Terry Gallagher, Assistant Secretary; Cathy Hendrickson, Assistant Secretary; Paula D. Hunter-Perkins, Assistant Secretary; Wesley T. Leong, Assistant Secretary and Division Controller; David T. Morice, Assistant Secretary; Cecelia M. Nirei, Assistant Secretary; Chris J. White, Assistant Secretary; and Timothy F. Zoch, Assistant Secertary. All officers are officers of Vertical Construction Corporation, the Developer's manager

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

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

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	September 16, 2015	T-9389375

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	January 7, 2016	T-9506236
Land Court	March 22, 2016	T-9594274
Land Court	May 1, 2016	T-9640027
See attached Page 10a		

3.2 Bylaws of the Association of Unit Owners

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	September 16, 2015	T-9389376

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	December 17, 2015	T-9485230

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	2299
Bureau of Conveyances Map Number	2299

Dates of Recordation of Amendments to the Condominium Map:
February 24, 2017

3.1 Declaration of Condominium Property Regime

Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	June 13, 2016	T-9667227
Land Court	February 24, 2017	T-9921167
Land Court	February 24, 2017	T-9916450

3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "House Rules") to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer. Changes to House Rules do not need to be recorded to be effective.		
The House Rules for this project:		
Are Proposed	☐	
Have Been Adopted and Date of Adoption	☒	September 17, 2015
Developer does not plan to adopt House Rules	☐	

3.5 Changes to the Condominium Documents

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

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

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

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

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

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

4.2 Estimate of the Initial Maintenance Fees

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

4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
☒	Electricity for the common elements
☐	Gas for the common elements
☒	Water for the common elements
☒	Sewer for the common elements
☐	TV Cable
☒	Other (specify) Private Trash Service.

4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
☒	Electricity for the Unit only
☐	Gas for the Unit only
☒	Water Association may submeter and bill as part of common expenses
☒	Sewer Association may submeter and bill as part of common expenses
☒	TV Cable
☒	Other (specify) Association may charge a submetering service fee.

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

☒	Specimen Sales Contract Exhibit Q contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
☒	Escrow Agreement dated: February 26, 2015, amended by Amendment dated July 26, 2016. Name of Escrow Company: First American Title Company, Inc. Exhibit R contains a summary of the pertinent provisions of the escrow agreement.
☐	Other:

5.2 Sales to Owner-Occupants

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

☒	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
☐	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____ .
☒	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.	
☒	There are no blanket liens affecting title to the individual units.
☐	There are blanket liens that may affect title to the individual units.

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

5.4 Construction Warranties

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

5.4 Construction Warranties

Building and Other Improvements: The Developer's sole warranty will be provided in the form attached to this Public Report as **Exhibit T**. Prospective purchasers should read the Limited Warranty with care to understand coverage, limitations and exclusions, and procedures.
Appliances: The Developer makes no warranty as to appliances or other consumer products installed in any Residence or in the common elements. If there are applicable manufacturer's or dealer's warranties relating to such appliances or other consumer products, the Developer will endeavor to assign and pass on to each Unit owner the benefit of such warranties.

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

Status of Construction: Construction commenced July of 2015.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract: See page 14a
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:

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

☐	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. 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 met certain requirements, described below in 5.6.1 or 5.6.2..

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

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

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

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

Completion Deadline for any unit not yet constructed, as set forth in the sales contract: The Unit shall be completed no later than twenty-four (24) months following the date that the sales contract becomes a binding contract, which is the earlier of the date: (a) Buyer delivers to Seller Buyer's written waiver of Buyer's right to cancel the sales contract following Seller's delivery to Buyer of the Notice of Right to Cancel this sales contract, or (b) thirty (30) days have expired following Seller's delivery to Buyer of the Notice of Right to Cancel, provided Buyer has not exercised Buyer's right to cancel, subject to Seller's right to extend the Completion Deadline for force majeure events, which are defined in the sales contract.
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract.

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

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

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

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

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

5.7 Rights Under the Sales Contract

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

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

READ EXHIBIT U WITH CARE. EXHIBIT U DISCLOSES INFORMATION AND EXPLAINS MATTER THAT MAY BE IMPORTANT TO PURCHASERS THAT ARE NOT COVERED ELSEWHERE IN THIS PUBLIC REPORT.

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.

D.R. HORTON -SCHULER HOMES, LLC, a Delaware limited liability Company, dba D.R. Horton-Schuler Division, by Vertical Construction Corporation, its Manager

Printed Name of Developer

By: _____ March 21, 2017

Duly Authorized Signatory* Date

Robert Q. Bruhl, Division President, Hawaii Division

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
Section 1.2 – Buildings and Other Improvements

THROUGHOUT THESE EXHIBITS TO THE REPORT, DEVELOPER IS ALSO REFERRED TO AS DECLARANT.

DESCRIPTION OF BUILDINGS

The Community (the term "Community" shall have the same meaning herein as "project" in HRS 514B) shall have twelve (12) buildings. The buildings shall be constructed principally of concrete, wood, metal, glass, hollow tile, aluminum, composite, synthetic and other construction materials. Each building is identified on the Condominium Map as 1/I, 2/IR, 3/V, 4/IIIR, 5/III, 6/VR, 7/II, 8/IIR, 9/IIIR, 10/III, 11/IV, and 12/IV (referring first to the building number and then building type).

There are five (5) different building types in the Community.

Building Type I/IR has two (2) buildings. Each building is a one-story structure and contains four (4) Units.

Building Type II/IIR has two (2) buildings. Each building is a two-story structure and contains six (6) Units.

Building Type III/IIIR has four (4) buildings. Each building is a three-story structure and contains twelve (12) Units.

Building Type IV has two (2) buildings. Each building is a two-story structure and contains four (4) Units.

Building Type V/VR has two (2) buildings. Each building is a two-story structure and contains eight (8) Units.

DESCRIPTION OF UNITS

The Community shall contain ninety-two (92) Units.

There are twenty (20) Unit Types in the Community.

Commercial Units are designated as Unit Types 101(C), 102(C), 103(C), 104(C), 201(C), 202(C), 203(C), 204(C), 307(C), 308(C), 607(C) and 608(C). While numbered differently, Commercial Units 307(C), 308(C), 607(C) and 608(C) have the same general configuration and interior net floor area. The same is true for (i) 104(C) and 201(C); (ii) 103(C) and 202(C); (iii) 102(C) and 203(C); and (iv) 101(C) and 204(C).

Residential Unit Types are designated as Unit Types A1, A2, A3, B1, C1, D1, D2 and E1. A1 Unit Types include Unit Types A102/A102R, A104R, A105/A105R. A2 Unit Types

include Unit Types A205/A205R. A3 Unit Types include Unit Types A305/A305R. B1 Unit Types include Unit Types B102/B102R, B104/B104R and B105/B105R. C1 Unit Types include Unit Types C102/C102R, C104, C105/C105R. D1 Unit Types include Unit Types D103/D103R. D2 Unit Types include Unit Types D203/D203R. E1 Unit Types include Unit Types E103/E103R.

Building Type I contains 101(C), 102(C), 103(C), 104(C) Unit types.

Building Type IR contains 201(C), 202(C), 203(C) and 204(C) Unit types.

Building Type II/IIR contains A102/A102R, B102/B102R and C102/C102R Unit types.

Building Type III/IIIR contains D103/D103R, D203/D203R and E103/E103R Unit types.

Building Type IV contains A104R, B104/B104R and C104 Unit types.

Building Type V contains 307(C), 308(C), A105/A105R, A205/A205R, A305/A305R, B105/B105R and C105/C105R Unit Types.

Building Type VR contains 607(C), 608(C), A105/A105R, A205/A205R, A305/A305R, B105/B105R and C105/C105R Unit Types.

A description of each Unit Type is as follows:

Unit Type 101(C):

Unit Type 101(C) and 204(C) is a single-story unit containing an unfinished open space and other improvements as shown on the Condominium Map. This Unit Type contains a net floor area of approximately 540 square feet, and may be expanded in size by constructing a mezzanine area. Unit Type 101(C) is a "Retail Commercial Unit" which is a subset of the Commercial Units, as described in the Declaration. There is one (1) Unit Type 101(C) unit in the Community.

Unit Type 102(C):

Unit Type 102(C) is a single-story unit containing an unfinished open space with an unfinished ceiling area and other improvements as shown on the Condominium Map. This Unit Type contains a net floor area of approximately 545 square feet, and may be expanded in size by constructing a mezzanine area. Unit Type 102(C) is a "Retail Commercial Unit" which is a subset of the Commercial Units, as described in the Declaration. There is one (1) Unit Type 102(C) unit in the Community.

Unit Type 103(C):

Unit Type 103(C) is a single-story unit containing an unfinished open space with an unfinished ceiling area and other improvements as shown on the Condominium Map. This Unit Type contains a net floor area of approximately 388 square feet, and may be expanded in size by constructing a mezzanine area. Unit Type 103(C) is a "Retail Commercial Unit" which is a

subset of the Commercial Units, as described in the Declaration. There is one (1) Unit Type 103(C) unit in the Community.

Unit Type 104(C):

Unit Type 104(C) is a single-story unit containing an unfinished open space with an unfinished ceiling area and other improvements as shown on the Condominium Map. This Unit Type contains a net floor area of approximately 261 square feet. Unit Type 104(C) is a "Retail Commercial Unit" which is a subset of the Commercial Units, as described in the Declaration. There is one (1) Unit Type 104(C) unit in the Community.

Unit Type 201(C):

Unit Type 201(C) is a single-story unit containing an unfinished open space with an unfinished ceiling area and other improvements as shown on the Condominium Map. This Unit Type contains a net floor area of approximately 261 square feet. Unit Type 201(C) is a "Retail Commercial Unit" which is a subset of the Commercial Units, as described in the Declaration. There is one (1) Unit Type 201(C) unit in the Community.

Unit Type 202(C):

Unit Type 202(C) is a single-story unit containing an unfinished open space with an unfinished ceiling area and other improvements as shown on the Condominium Map. This Unit Type contains a net floor area of approximately 388 square feet, and may be expanded in size by constructing a mezzanine area. Unit Type 202(C) is a "Retail Commercial Unit" which is a subset of the Commercial Units, as described in the Declaration. There is one (1) Unit Type 202(C) unit in the Community.

Unit Type 203(C):

Unit Type 203(C) is a single-story unit containing an unfinished open space with an unfinished ceiling area and other improvements as shown on the Condominium Map. This Unit Type contains a net floor area of approximately 545 square feet, and may be expanded in size by constructing a mezzanine area. Unit Type 203(C) is a "Retail Commercial Unit" which is a subset of the Commercial Units, as described in the Declaration. There is one (1) Unit Type 203(C) unit in the Community.

Unit Type 204(C):

Unit Type 204(C) is a single-story unit containing an unfinished open space and other improvements as shown on the Condominium Map. This Unit Type contains a net floor area of approximately 540 square feet, and may be expanded in size by constructing a mezzanine area. Unit Type 204(C) is a "Retail Commercial Unit" which is a subset of the Commercial Units, as described in the Declaration. There is one (1) Unit Type 204(C) unit in the Community.

Unit Type 307(C):

Unit Type 307(C) is a single-story unit containing an open floor space, restroom, entry lanai, and other improvements as shown on the Condominium Map. This Unit Type contains a net floor area of approximately 456 square feet and an entry lanai area of approximately 39

square feet. Unit Type 307(C) is a "Commercial Unit" as described in the Declaration. There is one (1) Unit Type 307(C) unit in the Community.

Unit Type 308(C):

Unit Type 308(C) is a single-story unit containing an open floor space, restroom, entry lanai, and other improvements as shown on the Condominium Map. This Unit Type contains a net floor area of approximately 456 square feet and an entry lanai area of approximately 38 square feet. Unit Type 308(C) is a "Commercial Unit" as described in the Declaration. There is one (1) Unit Type 308(C) unit in the Community.

Unit Type 607(C):

Unit Type 607(C) is a single-story unit containing an open floor space, restroom, entry lanai, and other improvements as shown on the Condominium Map. This Unit Type contains a net floor area of approximately 456 square feet and an entry lanai area of approximately 39 square feet. Unit Type 607(C) is a "Commercial Unit" as described in the Declaration. There is one (1) Unit Type 607(C) unit in the Community.

Unit Type 608(C):

Unit Type 608(C) is a single-story unit containing an open floor space, restroom, entry lanai, and other improvements as shown on the Condominium Map. This Unit Type contains a net floor area of approximately 456 square feet and an entry lanai area of approximately 38 square feet. Unit Type 608(C) is a "Commercial Unit" as described in the Declaration. There is one (1) Unit Type 608(C) unit in the Community.

Unit Type A1 (including units designated as Unit Type A102/A102R, A104R and A105/A105R:

Unit Type A102/A102R, A104R and A105/A105R units are two-story units containing a live work space, three bedrooms, three bathrooms, living/dining room, kitchen, a live/work lanai, an entry lanai, an entry lanai (rear), attached three-car garage and other improvements as shown on the Condominium Map. These Unit Types contain a net living/floor area of approximately 1,826 square feet (inclusive of a live/work area reflected on the Condominium Map or designated by a Conversion Declaration), a first floor entry lanai area of approximately 26 square feet, a first floor entry lanai area (rear) of approximately 18 square feet, a first floor live/work lanai area of approximately 38 square feet, and attached garage area of approximately 601 square feet. Unit Type A102/A102R, A104R and A105/A105R are "Live-Work Units" as described in the Declaration. There are four (4) Unit Type A102/A102R units in the Community, two (2) Unit Type A104R units in the Community and two (2) Unit Type A105/A105R units in the Community.

Unit Type A2 (including units designated as Unit Type A205/A205R):

Unit Type A205/A205R units are two-story units containing two bedrooms, two bathrooms, living/dining room, kitchen, a first floor entry lanai, a second floor lanai, attached two-car garage and other improvements as shown on the Condominium Map. These Unit Types contain a net living area of approximately 1,299 square feet, a first floor entry lanai of approximately 33 square feet, a second floor lanai area of approximately 30 square feet, and attached garage area of approximately 428 square feet. Unit Type A205/A205R units are

"Residential Units" as described in the Declaration. There are two (2) Unit Type A205/A205R units in the Community.

Unit Type A3 (including units designated as Unit Type A305/A305R):

Unit Type A305/A305R units are two-story units containing two bedrooms, two bathrooms, living/dining room, kitchen, a first floor entry lanai, a first floor entry lanai (rear), attached three-car garage and other improvements as shown on the Condominium Map. These Unit Types contain a net living area of approximately 1,332 square feet, a first floor entry lanai area of approximately 26 square feet, a first floor entry lanai (rear) area of approximately 18 square feet and attached garage area of approximately 593 square feet. Unit Type A305/A305R units are "Residential Units" as described in the Declaration. There are two (2) Unit Type A305/A305R units in the Community.

Unit Type B1 (including units designated B102/B102R, B104/B104R and B105/B105R):

Unit Type B102/B102R, B104/B104R and B105/B105R units are two-story units containing a live work space, three bedrooms, three bathrooms, living/dining room, kitchen, first floor lanai, first floor entry lanai, second floor lanai, attached three-car garage and other improvements as shown on the Condominium Map. These Unit Types contain a net living/floor area of approximately 1,765 square feet (inclusive of a live/work area reflected on the Condominium Map or designated by a Conversion Declaration), a first floor lanai area of approximately 104 square feet, a first floor entry lanai area at of approximately 34 square feet, a second floor lanai area of approximately 63 square feet, and attached garage area of approximately 609 square feet. Unit Type B102/B102R, B104/B104R and B105/B105R are "Live-Work Units" as described in the Declaration. There are four (4) Unit Type B102/B102R units in the Community, four (4) Unit Type B104/B104R units in the Community and two (2) Unit Type B105/B105R units in the Community.

Unit Type C1 (including units designated C102/C102R, C104 and C105/C105R):

Unit Type C102/C102R, C104 and C105/C105R units are two story units containing three bedrooms, two and one half bathrooms, living/dining room, kitchen, first floor entry lanai, first floor entry lanai (rear), first floor covered lanai, attached two-car garage and other improvements as shown on the Condominium Map. These Unit Types contain a net living area of approximately 1,527 square feet, a first floor entry lanai area of approximately 26 square feet, a first floor entry lanai (rear) area of approximately 18 square feet, a first floor covered lanai area of approximately 59 square feet, and attached garage area of approximately 416 square feet. Unit Type C102/C102R, C104 and C105/C105R units is a "Residential Unit" as described in the Declaration. There are four (4) Unit Type C102/C102R units in the Community, two (2) Unit Type C104 units in the Community and four (4) Unit Type C105/C105R units in the Community.

Unit Type D1 (including units designated D103/D103R):

Unit Type D103/D103R units are one story units containing two bedrooms, two bathrooms, living/dining room, kitchen, entry lanai and other improvements as shown on the Condominium Map. These Unit Types contain a net living area of approximately 828 square feet and an entry lanai area of approximately 61 square feet. Unit Type D103/D103R units are "Residential Units" as described in the Declaration. There are sixteen (16) Unit Type

D103/D103R units in the Community.

Unit Type D2 (including units designated D203/D203R):

Unit Type D203/D203R units are one story units containing two bedrooms, two bathrooms, living/dining room, kitchen, entry lanai and other improvements as shown on the Condominium Map. These Unit Types contain a net living area of approximately 871 square feet and an entry lanai area of approximately 61 square feet. Unit Type D203/D203R units are "Residential Units" as described in the Declaration. There are eight (8) Unit Type D203/D203R units in the Community.

Unit Type E1 (including units designated E103/E103R):

Unit Type E103/E103R units are three story units containing three bedrooms, two and one half bathrooms, living/dining area, kitchen, first floor entry lanai, second floor lanai and other improvements as shown on the Condominium Map. These Unit Types contain a net living area of approximately 1,267 square feet, a first floor entry lanai area of approximately 27 square feet and a second floor lanai area of approximately 60 square feet. Unit Type E103/E203R units are "Residential Units" as described in the Declaration. There are twenty-four (24) Unit Type E103/E103R units in the Community.

LOCATION AND NUMBERING OF UNITS:

Each Unit shall be designated by a numeral comprised of the building number ("1", "2", "3", "4", etc.) followed by the Unit Number (e.g. 01, 02, 03, etc.). Each Unit shall be designated by a number. The Unit numbers and locations are more fully illustrated on the Condominium Map.

ACCESS TO COMMON ELEMENTS:

Each Unit in the Community has access to the common elements of the Community or to a walkway leading to the common elements of the Community.

ACCESS TO A PUBLIC STREET:

The Community will have access to Fort Barrette Road, a public road, via Manawai, Kakala, Kukulu and/or Kunehi Streets, then to Kapolei Parkway.

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE BUILDINGS AND OTHER IMPROVEMENTS CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, COMMUNITY RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE

COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, COMMUNITY RULES OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

EXHIBIT B
Section 1.3 -- Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Approximate Net Living Area (sf)	Other (lanai, balcony, garage, etc.) (sf)	Approximate Total Area (sf)
A1	8	3/3	1,826	82 (three lanais) 601 (garage)	2,509
A2	2	2/2	1,299	63 (two lanais) 428 (garage)	1,790
A3	2	2/2	1,332	44 (two lanais) 593 (garage)	1,969
B1	10	3/3	1,765	201 (three lanais) 609 (garage)	2,575
C1	10	3/2.5	1,527	103 (three lanais) 416 (garage)	2,046
D1	16	2/2	828	61 (lanai)	889
D2	8	2/2	871	61 (lanai)	932
E1	24	3/2.5	1,267	87 (two lanai)	1,354
Commercial 101(C), 204(C)	2		540		540
Commercial 102(C), 203(C)	2		545		545
Commercial 103(C), 202(C)	2		388		388
Commercial 104(C), 201(C)	2		261		261
Commercial 307(C), 607(C)	2		456		456
Commercial 308(C), 608(C)	2		456		456

Note regarding Net Living/Floor Areas: Throughout the Manawa at Mehana documentation, the area of individual units is generally expressed as "net living area" square footage. This measurement represents the architect's best estimate of the interior square footage of the unit as measured from the unit's perimeter walls, which are included in the unit. This measurement

is based upon the plans for the construction of the unit and different architects performing the same measurement may obtain a larger or smaller result.

The following classifications of Units are included in the Community:

(a) **"Residential Unit(s)"** means those attached or detached Units that may be or are delineated on the Condominium Map and are identified in **Exhibit D-2** or an amendment to the Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s). These Units are designated for residential use as limited by the Declaration. Residential Units are intended for use for dwelling purposes or long-term residential purposes, and shall not be used for any other purpose.

(b) **"Live-Work Unit(s)"** means those Type A102/A102R, A104R, A105/A105R, B102/B102R, B104/B104R, and B105/B105R two (2) story Units that may be or are delineated on the Condominium Map and are identified in **Exhibit D-2** or an amendment to the Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s). These Units are initially designated for residential use as Residential Units, but may be designated for mixed residential and commercial uses as limited by the Declaration. Subject to the limitations contained at **Section H.2** or otherwise in the Declaration and upon the Recordation of one or more Supplemental Declarations by Declarant designated such Live-Work Units for mixed residential and commercial uses (each, a "**Conversion Declaration**"). Live-Work Units may be used for long-term residential use on a portion of the ground floor and the entire second floor of such Units and commercial purposes on a portion of the ground floor as specified in and limited by the Declaration.

(c) **"Designated Commercial Live-Work Unit(s)"** means those Live-Work Units designated by Declarant for use wholly as one or more Commercial Units pursuant to the terms of the Declaration.

(d) **"Commercial Unit(s)"** means those Units delineated on the Condominium Map by a "**(C)**" following the Unit number and are identified in **Exhibit D-2** to the Declaration or an amendment to the Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s), and include all Commercial Units described as Retail Commercial Units and Designated Commercial Live-Work Units where appropriate to the context. As described in the Declaration, Commercial Units shall be operated and used only for those appropriate commercial purposes or uses authorized by the Permitted Commercial Uses Exhibit to the Declaration in respect of either Commercial Units, Retail Commercial Units, or Live-Work Units (inclusive of Designated Commercial Live-Work Units), subject to the limitations contained in the Declaration, and/or as approved by Declarant or the Commercial Use Committee. Declarant has the reserved right to change the designation and use of any one or more or portions of the Commercial Units and the Limited Common Elements appurtenant thereto to any other use classification as set forth in the Declaration. **"Retail Commercial Unit(s)"** refers to Units 101(C) to 104(C), inclusive, and 201(C) to 204(C), inclusive, shown on the Condominium Map. These Commercial Units are a subset of Commercial Units and are subject to all the restrictions on use applicable to Commercial Units set out in the Declaration. Further, the Retail Commercial Units shall be operated and used only for one or more of those appropriate commercial purposes or uses authorized by the Permitted Commercial Uses Exhibit to the Declaration in respect of Retail

Commercial Units or Live-Work Units (inclusive of Designated Commercial Live-Work Units), subject to the limitations contained in the Declaration, and/or as approved by Declarant or the Commercial Use Committee, which appropriate commercial purposes or uses provide for more restrictive uses of these Units than those generally appropriate uses of Commercial Units.

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

EXHIBIT C

Section 1.4 – Designation of Garage and/or Assignment of Parking Stalls and/or Garage

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

PARKING STALL ASSIGNMENTS ARE SUBJECT TO CHANGE BY SUPPLEMENTAL DECLARATION(S) OR AMENDMENT(S) TO THE DECLARATION

DESIGNATION OF GARAGE TO UNITS:

Unit types A105/A105R, A205/A205R, A305/A305R, B102/B102R, B104/B104R, B105/B105R, C102/C102R, C104, and C105/C105R have an attached garage as part of the Unit. The numbers initially designated to the garages attached to such Unit types are described as follows:

Unit No.	Attached Garage Parking Stall Nos.
301	152, 153
302	154, 155, 156c
303	157, 158
304	159, 160
305	161c, 162, 163
306	164, 165, 166
601	179, 180, 181
602	176c, 177, 178
603	174, 175
604	172, 173
605	169, 170, 171c
606	167, 168
701	204, 205, 206
702	207, 208, 209c
703	210, 211
704	212, 213
705	214c, 215, 216
706	217, 218, 219
801	220, 221, 222
802	223, 224, 225c
803	226, 227
804	228, 229
805	230c, 231, 232
806	233, 234, 235
1101	182, 183, 184
1102	185, 186
1103	187c, 188, 189
1104	190, 191, 192
1201	193, 194, 195
1202	196, 197
1203	198c, 199, 200

Unit No.	Attached Garage Parking Stall Nos.
1204	201, 202, 203

Note: Unit Owners should refer to the Condominium Map for the designation of garage. The above list is provided as additional information only.

PARKING STALL ASSIGNMENTS TO RESIDENTIAL AND LIVE-WORK UNITS:

Each Residential and Live-Work Unit without an attached garage shall have for its exclusive use at least two (2) parking stalls as limited common elements appurtenant to such Unit, as shown on the Condominium Map, or as shall be designated by Declarant in an amendment and/or supplement to the Declaration which designation shall not constitute a material change and shall not require the consent or joinder of or notice to any Owner, Owner's mortgagees, or any other person who may have an interest in the Community or in any Unit.

The initial designation of parking stall number and initial assignment of open parking stalls to the Residential and Live-Work Units without an attached garage is as follows:

Unit No.	Open Parking Stall Nos.
401	39, 85
402	38, 86
403	36, 87
404	35, 88
405	34, 89
406	33, 90
407	32, 45
408	31, 44
409	30, 43
410	29, 42
411	28, 41
412	27, 40
501	53, 67
502	52, 66
503	51, 65
504	50, 64
505	49, 63
506	48, 62
507	47, 61
508	60, 75
509	59, 76
510	58, 77
511	55, 78
512	54, 79
901	116, 117
902	114, 115
903	112, 113
904	110c, 111

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Unit No.	Open Parking Stall Nos.
905	108c, 109
906	106c, 107
907	104c, 105
908	102c, 103
909	100c, 101
910	98c, 99
911	96c, 97
912	94c, 95
1001	146, 147c
1002	144, 145c
1003	142, 143c
1004	140, 141c
1005	138, 139c
1006	136, 137c
1007	134, 135c
1008	132, 133c
1009	130, 131c
1010	126, 127
1011	124, 125
1012	122, 123

PARKING STALL ASSIGNMENTS ARE SUBJECT TO CHANGE BY SUPPLEMENTAL DECLARATION(S) OR AMENDMENT(S) TO THE DECLARATION

Note: Unit Owners should refer to the Condominium Map. The above list is provided as additional information only.

COMMERCIAL UNITS PARKING STALLS:

Each Commercial Unit shall have for its exclusive use at least two (2) parking stalls as limited common elements appurtenant to such Unit, as shown on the Condominium Map, or as shall be designated by Declarant in an amendment and/or supplement to the Declaration which designation shall not constitute a material change and shall not require the consent or joinder of or notice to any Owner, Owner's mortgagees, or any other person who may have an interest in the Community or in any Unit. Even where more than (2) two parking stalls are assigned to a Commercial Unit, such parking stalls may not be adequate for certain commercial uses as required under the LUO.

The initial designation of parking stall number and initial assignment of open parking stalls to the Commercial Units is as follows:

101	1, 11, 12, 13
102	2, 8, 9, 10
103	3, 70, 71
104	7, 121
201	24, 84, 120
202	6, 22, 23

EXHIBIT C

203	5, 17, 18, 19
204	4, 14, 15, 16
307	69, 80, 81
308	68, 82, 83
607	25, 73, 74
608	26, 72, 93

GUEST PARKING STALLS

The following parking stalls are initially designated as guest parking stalls for the Units within the Community, subject to Declarant's right to substitute alternate guest parking stalls:

Guest Stalls:	Stall Nos.
Residential Guest Stalls	37, 46, 56, 57, 91, 92, 128, 129
Commercial Guest Stalls	20, 21

Parking stall identified as Guest Stall No. 46 is designated for exclusive use by the United States Postal Service ("USPS") from Monday through Saturday during the hours of 9:00 a.m. to 5:00 p.m., excluding federal observed holidays, subject to Declarant's right to designate one additional and/or an alternate stall for such use. During all other times, such parking stall(s) is designated as a guest parking stall for the Units within the Community.

Guest parking stalls Nos. 20, 21, 37, are 56 are designated as handicap accessible stalls.

Guest parking stalls Nos. 57, 91, 92, 128, and 129 are designated as adaptable stalls.

PARKING STALL ASSIGNMENTS ARE SUBJECT TO CHANGE BY SUPPLEMENTAL DECLARATION(S) OR AMENDMENT(S) TO THE DECLARATION

STALLS DESIGNATED FOR ELECTRIC VEHICLE USE

Parking stall Nos. 148 and 236 are designated by Declarant for electric vehicle use.

PARKING STALL ASSIGNMENTS ARE SUBJECT TO CHANGE BY SUPPLEMENTAL DECLARATION(S) OR AMENDMENT(S) TO THE DECLARATION

DECLARANT RESERVED STALLS

The following parking stalls are hereby designated as Declarant Reserved Stalls:

Declarant Reserved Stall Nos.
118, 119, 149, 150, 151

EXHIBIT C

PARKING STALL ASSIGNMENTS ARE SUBJECT TO CHANGE BY SUPPLEMENTAL DECLARATION(S) OR AMENDMENT(S) TO THE DECLARATION

Declarant reserves to itself the right to amend the Declaration to establish spatial Units consisting of one or more of the foregoing parking stalls, all without the joinder or consent or notice to any Owner, Owner's mortgagees, or Person. Declarant further reserves the right to license or lease such stalls or to amend the Declaration in any manner to assign additional parking stalls that are reserved to the Declarant to any Unit as appurtenant Limited Common Element(s) to such Unit. Further Developer may assign such stalls to any unit in an amendment and/or supplement to the Declaration, which designation shall not constitute a material change, and reserves all right of use and access to such stalls together with the right to sell the stalls and/or transfer the stalls to another unit. Such amendment assignment or reassignment is hereby specifically declared not to constitute a material change of the Declaration or, when appropriate, the Condominium Map.

Disclaimer Regarding Parking Stall Designations

Parking stalls may be "standard" or "compact" in size and may not be marked on the Condominium Map to reflect their respective sizes. In that regard, if marked on the Condominium Map, parking stalls marked with a "c" are compact sized parking stalls. Any parking stalls designated as a standard sized parking stall may be constructed as a compact sized parking stall and such modification is approved by the Buyer and the Association. Any parking stalls designated as a compact sized parking stall may be constructed as a standard sized parking stall and such modification is approved by the Buyer or the Association. Any parking stalls designated as a covered or uncovered parking stall may be constructed contrary to its designation and such modification is approved by the Buyer or the Association. There may be parking stalls in the Community that are suited or adaptable for use by persons with disabilities. To the extent not assigned to individual Units, adaptable guest stalls (or any Developer Reserved Stall) may be retrofitted for exclusive use by disabled persons. Declarant reserves the right to transfer one or more guest parking stalls or any one or more of the Developer Reserved Stalls to a Unit, provided that if a guest parking stall or stalls are so transferred Declarant shall designate a substitute parking stall or stalls, as may be the case, therefor.

In all such cases, Declarant reserves the right to and may amend (i) the Declaration to reflect such parking stall transfers and (ii) the Condominium Map to reflect the as-built parking stall designations (compact, standard, covered, uncovered) without the joinder or consent or notice to any person.

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

EXHIBIT C

EXHIBIT D

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

Declarant shall have the reserved right, to effect such modifications to the Units and Common Elements in the Community and/or to execute, record and deliver any amendments to the Declaration, the Condominium Map as well as the Bylaws and rules and regulations promulgated thereunder, as may be necessary or required to effect compliance by the Community, the Association, or by Declarant with laws which apply to the Community, including, without limitation, the Fair Housing Act, as amended, 42 U.S.C. §§ 3601 et seq., including any and all rules and regulations promulgated thereunder, and the Americans With Disabilities Act, as amended, 42 U.S.C. §§ 12101 et seq., including any and all rules and regulations promulgated thereunder. Without limitation, Declarant may amend the Declaration (and, when appropriate, the Condominium Map) in any manner required to retrofit guest parking stalls, including without limitation any adaptable or other parking stalls, so they are suited for use by persons with disabilities and to assign such stalls as appurtenant Limited Common Elements to any one or more of the Units intended for use by persons with disabilities upon substitution therefor of alternate guest parking stall(s). Such stall assignment may be made to Units, the Owners of which Declarant, in its sole judgment, determines require a parking stall accessible to persons with disabilities. Such reassignment is hereby specifically declared not to constitute a material amendment of the Declaration or, when appropriate, the Condominium Map. All costs of such reassignment shall be borne as determined by Declarant. Notwithstanding the foregoing, Declarant also reserves the right, but does not hereby undertake any obligation, to interchange guest parking stalls and the disabled guest parking stalls to accommodate Unit Owners in need of such parking. The rights of Developer under this Section and Section E.26 of the Declaration may be assigned to the Association, without the consent or joinder of the Board.

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

EXHIBIT E

Section 1.5 -- Boundaries of the Units

Each Unit includes all walls, columns and partitions which are not load-bearing within the Unit's perimeter walls (including, to the extent applicable, the attached garage), and all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces of load bearing and perimeter walls. Each Unit shall also include doors, door frames, windows and window frames along the perimeters, the air space within the perimeter, the air space encompassed by the lanais, if any, shown on the Condominium Map to the inner decorated or finished surfaces of the perimeter walls floors and ceilings, if any of such lanais and to the interior edge of the exterior railings or other boundaries of such lanais, the entry courts or areas, if any, shown on the Condominium Map to the inner decorated or furnished surfaces of the perimeter walls of such entry courts or areas and to the interior edge of other boundaries of such entry courts or areas, the exterior storage areas, if any, shown on the Condominium Map, all rollers, locks, handles, tracks, and appurtenant hardware associated with all windows, exterior automobile garage doors (for only those Units with an attached garage) and all sliding or swinging screen doors and all glass window screens and all fixtures originally installed in the Unit, and all pipes, plumbing (including water heaters), wires, conduits and other utility or service lines and facilities servicing only the Unit. All other portions of the walls, floors, or ceilings, are a part of the Common Element. The Units shall not include the undecorated or unfinished surfaces of the perimeter party or non-party walls, the interior load-bearing columns, girders, beams and walls, the undecorated or unfinished surfaces of the floors and ceiling surrounding each Unit, the exterior edge of the exterior railings or other exterior boundaries of the lanais, if any, shown on the Condominium Map, or any pipes, shafts, wires, conduits or other utility or service lines running through a Unit which are utilized for or serve more than one Unit, all of which are deemed Common Elements as provided in the Declaration. If any chute, flue, duct, wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that unit is a Limited Common Element appurtenant solely to that Unit, and any portion thereof serving more than one Unit or any portion of thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

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

EXHIBIT F

Section 1.6 -- Permitted Alterations

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

2. **Alterations or Additions**. Any alterations or additions solely within a Unit, including without limitation, the addition of an exterior air conditioning unit to service the Unit that may protrude through a Common Element wall, or within a Limited Common Element appurtenant to and for the exclusive use of a Unit or more than one Unit, shall in all instances comply with the Declaration, the Design Guidelines, any air conditioning guidelines adopted pursuant to the Declaration, and the Community Rules, and shall require the written approval thereof, including the plans thereof, by: (a) the Owners of such Unit(s), (b) the holders of first mortgage liens affecting such Unit(s) (if the lien holder require such approval), (c) the appropriate agencies of the State of Hawaii and the County, (d) the DRC, if such agencies so require, the Manawa DRC, if created, (e) the Board (which approval shall not be unreasonably or arbitrarily withheld or delayed), and (f) all other Owners thereby directly affected as determined in a reasonable manner by the Board (as the same may be limited, directed or constrained by the Community Rules); provided, however, that the Board shall always have the right to disapprove a proposed addition or alteration that the Board reasonably determines could jeopardize the soundness or safety of the Property, impair any easement, or interfere with or deprive any non-consenting Owner of the use or enjoyment of any part of the property. Upon completion of such alterations or additions, the Unit Owner(s) directly affected shall duly Record and file of record an amendment to the Declaration together with the approved plans showing only such alterations or additions within a Unit space or within a Limited Common Element as aforesaid. Such amendment to the Declaration need only be executed by the Unit Owner(s) directly affected and their first mortgagees, as may be required.

3. **Declarant's Rights**. Declarant shall have the right without being required to obtain the consent or joinder of or notice to any person or group of persons, including the Association, any Unit Owner or any mortgagee, lienholder, or any other person who may have an interest in the Community, to exercise each and all of the rights reserved to Declarant under and as provided in the Declaration, including, without limitation, those rights reserved to Declarant to alter Units or the Common Elements or Limited Common Elements within the Community as provided in **Section E** of the Declaration.

4. **Permitted Alterations**. Notwithstanding anything to the contrary contained herein but subject to (1) the Easements and other rights and licenses reserved for the benefit of other Unit Owners, (2) compliance with the Mehana Design Guidelines and the Master Declaration, and (3) such other limitations specified below, each Unit Owner has the following rights:

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

(i) To install, maintain, remove, and rearrange partitions and other non-load bearing structures from time to time within the Unit or Limited Common Element; provided that the Owner shall not have the right to enclose any exterior lanai or Private Yard Area;

(ii) To finish, change, or substitute any plumbing, electrical, or other fixtures attached to the ceilings, floors, or interior walls as appropriate for the use of the Unit or Limited Common Element;

(iii) To decorate, paint, repaint, wallpaper or otherwise change the appearance of any walls, floors, and ceilings of the Unit or Limited Common Element that are not readily visible from outside the Unit or Limited Common Element subject to any limitation, if any, as may be contained in the Design Guidelines;

(iv) To tile, finish, carpet, re-carpet, and install, change, or remove other flooring in the Unit or Limited Common Element which is not readily visible from outside the Unit or Limited Common Element, subject to the limitation on the installation of "hard" flooring as may be contained in the Design Guidelines or the Community Rules in respect of Units having a common floor-ceiling assembly; or

(v) To make such changes, additions and improvements to the Unit or Limited Common Elements to facilitate persons with disabilities accessibility within the Unit or Limited Common Element.

(b) Except as otherwise provided in the Declaration, the Bylaws or the Design Guidelines, an Owner may make "nonmaterial structural additions" to an Owner's Unit as the foregoing term is used in and subject to the provisions of Section 514B-140(c) of the Act. Without limitation of the foregoing, Owners of each of Units 202(C) to 204(C), inclusive, and 101(C) to 103(C), inclusive, may, subject to limitations determined by and the approval of the DRC and applicable to the construction of such Improvements, may install a limited mezzanine area in such Units.

(c) The Owner of two (2) Units that are separated by a Common Element that is a wall, floor, or a ceiling, or whose lanai or Limited Common Elements are separated from each other or from such Units by a Common Element that is a wall, floor, or ceiling, has the right and an easement, subject to Board approval and compliance with the Design Guidelines, to change or remove all or part of the intervening wall, floor, and/or ceiling. The Owner also has the right, subject only to Board approval and compliance with the Design Guidelines, to install doors, stairways, and other Improvements in such opening or openings in the intervening Common Element, to seal hallways or other openings, and to make other reasonable changes or additions which do not adversely affect the structural integrity of the Unit or Limited Common

Element or the building in which such Unit is situated. Before terminating its common ownership of any of the adjacent Units, the Owner must restore the Common Element wall, floor, ceiling, hallway, and/or other openings to substantially the same condition as before the change or removal, unless the new Owners each agree otherwise in writing.

(d) An Owner who owns any two (2) adjacent Units separated as described in **Section N.4(c)** of the Declaration has the right, subject only to Board approval and compliance with the Design Guidelines: (i) to consolidate the Units into a single Unit; and (ii) to make any Common Element walls, floors or ceilings between the Units part of the Unit or its Limited Common Elements. The Common Interest of the newly created Unit will be equal to the sum of the Common Interests of the Units being consolidated.

(e) Each Owner shall be entitled to install a split air conditioning system equal or superior in quality and operational noise level as the system installed or designated by the Declarant in Units within the Community; provided such systems do not exceed the energy consumption and wattage requirements of the Declarant installed systems. Installation of such a system by the Owner(s) shall not require the consent of any other Unit Owner, but such installation must first be approved as required by and must comply with the Design Guidelines. Except as provided in **Section F.2(b)** of the Declaration condenser units serving such systems shall be located in the Private Yard Area of the Unit to be served by the air conditioning system. As provided in **Section F.2(b)** of the Declaration, Owners Units may install a split air conditioning system, components of which, including specifically condenser units and piping, may be located in the Common Elements of the Community (solely in that general location that may be indicated on the Condominium Map by a rectangle and noted in the Site Legend for the map), and each such Owner shall have an easement over that portion of the Common Elements described in **Section F.2(b)** of the Declaration for the purpose of installing, maintaining and repairing the air conditioning system's condenser units and piping and other facilities located within the Common Elements and/or Limited Common Elements. Each Owner acknowledges that their use and enjoyment of their unit may be impacted by air conditioning condenser units serving other units, as certain air conditioning condenser units serving upstairs or adjacent Units are located near, adjacent to and in some instances below bedroom windows, living areas, lanais, and entries. Each Owner approves and consents to this impairment of their use and enjoyment or their Unit.

5. **Government Regulations**. If there is any conflict between the requirements or actions of the Board and the mandatory regulations or ordinances of any governmental entity relating to the Community, the government regulation or ordinance, to the extent that such regulations and ordinances are more restrictive, shall control, and the Board shall modify its requirements or actions to conform to the government regulation or ordinance; provided, however, that if the governmental rules or regulations are less restrictive, the provisions of the Declaration shall nonetheless apply. The application by an Owner for review and approval by the Board of any plans and specifications or other submittals by such Owner shall in no way be deemed to be satisfaction of compliance with any applicable statute or law, or governmental rule or regulation or public utility requirement (hereinafter collectively referred to as "**Additional Requirements**"); provided, however, if the Additional Requirements are less restrictive than the provisions of the Declaration, the provisions of the Declaration shall nonetheless apply.

6. **Diligence In Construction**. Upon final approval of any plans and specifications, the Owner shall promptly commence construction within sixty (60) days after final approval of any Plans and Specifications and diligently pursue the same to completion and complete such

construction within six (6) months of the commencement of construction unless a longer time is authorized in writing by the Board.

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

EXHIBIT G
Section 1.7 -- Common Interest

COMMON INTERESTS FOR ALL INCREMENTS
(Assuming all Increments are Constructed)

Unit Type	Unit Number	Undivided Common Interest of Each Unit (Fraction)	Undivided Common Interest of Each Unit (Percentage)
101(C) (1)	101	0.00492	0.492%
102(C) (1)	102	0.00496	0.496%
103(C) (1)	103	0.00357	0.357%
104(C) (1)	104	0.00240	0.240%
201(C) (1)	201	0.00240	0.240%
202(C) (1)	202	0.00357	0.357%
203(C) (1)	203	0.00496	0.496%
204(C) (1)	204	0.00492	0.492%
307C (1)	307	0.00419	0.419%
308C (1)	308	0.00419	0.419%
607C (1)	607	0.00419	0.419%
608C (1)	608	0.00419	0.419%
A102/A102R (4)	702, 705, 802, 805	0.01459	1.459%
A104R (2)	1103, 1203	0.01459	1.459%

Unit Type	Unit Number	Undivided Common Interest of Each Unit (Fraction)	Undivided Common Interest of Each Unit (Percentage)
A105/A105R (2)	305, 602	0.01459	1.459%
A205/A205R (2)	301, 606	0.00911	0.911%
A305/A305R (2)	302, 605	0.00911	0.911%
B102/B102R (4)	701, 706, 801, 806	0.01459	1.459%
B104/B104R (4)	1101, 1104, 1201, 1204	0.01459	1.459%
B105/B105R (2)	306, 601	0.01459	1.459%
C102/C102R (4)	703, 704, 803, 804	0.01276	1.276%
C104 (2)	1102, 1202	0.01276	1.276%
C105/C105R (4)	303, 304, 603, 604	0.01276	1.276%
D103/D103R (16)	404, 405, 408, 409, 504, 505, 508, 509, 904, 905, 908, 909, 1004, 1005, 1008, 1009	0.00911	0.911%
D203/D203R (8)	401, 412, 501, 512, 901, 912, 1001, 1012	0.00911	0.911%
E103/E103R (24)	402, 403, 406, 407, 410, 411, 502, 503, 506, 507, 510, 511, 902, 903, 906, 907, 910, 911, 1002, 1003, 1006, 1007, 1010, 1011	0.01276	1.276%

Declarant contemplates that the Community shall proceed in no more than twelve (12) Increments. Declarant may alter the number of units within an Increment (by increasing or decreasing the number of Units within an Increment) or construct the Community in one (1) or more Increments in Declarant's sole discretion. In constructing the Community in multiple Increments, all common profits and expenses of the Community shall be allocated to and shared among those Units for which a Developer's Certificate of Completion of Increment and a

Supplemental Declaration of Annexation has been Recorded, proportionate to the common interests appurtenant to such Units within Increment 1 and such subsequent Increments.

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

EXHIBIT H

Section 1.8 -- Recreational and Other Common Facilities

The recreational and other common facilities include mailbox(es) and/or mail centers, trash enclosures and pathways as shown on the Condominium Map, and other common elements identified in Exhibit I of this report. The Developer has reserved the right but is not obligated to improve such areas with other recreational facilities in the Community. Discharge from the Community into the sewer system or the drainage easement shall be subjected to all applicable laws, ordinances, rules and regulations, including but without limitation to, all Hazardous Material Laws made by any governmental authority.

Developer has the reserved right to modify the Community as further provided in Exhibit O of this report. Additionally, Developer shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of any Unit Owner, lien holder, or other persons, to make other alterations in the Community (and to amend the Declaration and the Condominium Map accordingly) which make minor changes in any Unit in the Community or in the common elements that do not affect the physical location, design, or size of any Unit that has been sold and the conveyance thereof Recorded.

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

EXHIBIT I

Section 1.9 -- Common Elements

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

1. The Land and those improvements to the Land, excluding the Units and Private Yard Areas, if any, but including without limitation the Community Access Drives, exterior lighting fixtures (including, without limitation, wall lights attached to the garages for Building Nos. 3, 6, 7, 8, 11 and 12 that service the Community) located along and/or adjacent to the Community Access Drives, the common area landscaping and similar improvements. Without limitation of the foregoing, improvements to the Land include all yards, grounds, gardens, planters, plants, landscaping, sidewalks, walkways, pathways, curbs, mailboxes, lamp, lamp posts, trash enclosures and recycle bins (which may be labeled as refuse/recycling centers), mail centers, electrical rooms, refuse facilities, elevators (if any), trash chutes (if any), fencing, walls, gates, security doors, barbeque areas and facilities (if any), breezeway accesses to units (egress balconies), railings, and any recreational or exercise facilities constructed on the common elements, if any, whether or not shown on the Condominium Map.

2. All the benefits, if any, inuring to the Land or to the Community from all easements, if any, shown on the Condominium Map or listed in Exhibit D-1 attached to the Declaration of Condominium Property Regime.

3. All structural components, such as foundations, girders, columns, beams, floor slabs, supports, main walls, load-bearing walls, floors, ceilings (except the inner or decorated surfaces of such walls, floors and ceilings), roofs, exterior stairs and stairways, landings, railings, entrances and exits of the buildings and/or Units (other than the entry courts or areas, if any, shown on the Condominium Map to the inner decorated or furnished surfaces of the perimeter walls of such entry courts or areas and to the interior edge of other boundaries of such entry courts or areas, the exterior storage areas, if any, shown on the Condominium Map, garage doors, doors, door frames, windows and window frames included in the definition of a Unit, all rollers, locks, handles, tracks, and appurtenant hardware associated with all windows, doors, garage doors, to the extent applicable, and all sliding or swinging screen doors and all glass and window screens, all of which shall be the responsibility of the Unit owners), and other building appurtenances, and all other portions of the walls, floors or ceilings, are a part of the Common Elements. If any chute, flue, duct, wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element appurtenant solely to that Unit, and any portion thereof serving more than one Unit or any portion of thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

4. All yards, grounds, gardens, planters, plants, landscaping, sidewalks, walkways, pathways, curbs, mailboxes, lamp, lamp posts, trash enclosures, mail centers, recycle bins, electrical rooms, refuse facilities and areas labeled "loading," if any, as opposed to "Commercial Loading Zone," as shown on the Condominium Map.

5. All fences and walls as shown on the Condominium Map.

6. All drainage facilities (including but not limited to water quality systems and underground facilities) or swales, pipes, shafts, wires, conduits, retention basins, aqua swirl facilities, filters at drain inlets and underground drainage chambers, or other utilities or service lines running

through a Unit, or Private Yard Area, if any, which are utilized for or serve more than one Unit, or Private Yard Area, if any, or other features of the Community.

7. All guest and accessible guest parking stalls and parking areas, which are not designated as part of a Unit or the Limited Common Elements. The use of guest parking stall(s), inclusive of accessible guest parking stalls, shall be governed by the applicable rules and regulations set forth in the Community Rules; but excluding therefrom all non-assigned parking stalls designated as Declarant Reserved Stalls, which may be assigned by Declarant to any one or more Units by amendment(s) to the Declaration.

The following parking stalls are initially designated as guest parking stalls for the Units within the Community, subject to Declarant's right to substitute alternate guest parking stalls:

Guest Stalls:	**Stall Nos.**
Residential Guest Stalls	37, 46, 56, 57, 91, 92, 128, 129
Commercial Guest Stalls	20, 21

8. Parking stalls designated by Declarant for electric vehicle use, if any, for which related equipment may be installed and use thereof may be regulated by the Board. Declarant has initially designated parking stalls Nos. 148 and 236 for electric vehicle use.

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

10. All ducts, electrical equipment, transformers, wiring, pipes and other central and appurtenant transmission facilities and installations over, under and across the Community or individual Private Yard Areas, if any shown on the Condominium Map, which are utilized by or serve more than one Unit or for services such as power, light, water, gas, sewer, drainage, telephone and radio and television signal distribution, if any.

11. All areas, rooms, spaces, structures, housings, chutes, shafts or facilities of the Community within or outside of the buildings, which are for common use or which serve more than one Unit, such as electrical, maintenance, service, security, machine, mechanical and equipment rooms and the equipment, machinery and facilities therein.

12. All other parts of the Community which are not included in the definition of a Unit.

13. Plazas and access thereto, subject to rules to be established by the Master Association Commercial Use Committee, unless such areas are granted to the Master Association under Declarant's reserved rights and excluding any portion of the Plazas designated for the exclusive use of one or more of the Commercial Units.

14. The Entry Sign Monument identifying the Community, which may be covered by a grant of easement in favor of the Association.

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE COMMON ELEMENTS CONTAINED IN THE DECLARATION, BYLAWS,

CONDOMINIUM MAP, COMMUNITY RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, COMMUNITY RULES OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

EXHIBIT J
Section 1.10 -- Limited Common Elements

A. Each Unit shall have appurtenant thereto easements for the exclusive use of certain limited common elements as follows:

1. Private Yard Area:

Certain units may include Private Yard Areas. This land area appurtenant to each Unit, as described in the Declaration and if shown on the Condominium Map, and bearing the same Private Yard Area number as the unit number assigned to the Unit, is a limited common element. Private Yard Areas are not legally subdivided lots. Private Yard Areas include the yard area in front of, to the rear and the sides of the Unit as demarked (at the sole election of Developer) by (1) fencing of the yard area or rear yard and/or front yard areas of the Unit; (2) appropriate physical monuments at the corners of the Private Yard Area and/or locations shown on the Condominium Map; or (3) by metes and bounds noted on the Condominium Map or contained in a Supplemental Declaration.

2. Partially Included in the Unit and/or Serving Only the Unit:

If any chute, flue, duct, wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a Unit (including all facilities, piping, condenser units or the other components of the air conditioning system or submeters serving the Unit), any portion thereof serving only that unit is a Limited Common Element appurtenant solely to that Unit, and any portion thereof serving more than one Unit or any portion of thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Any chute, flue, duct, wire, conduit, or any other fixture, facilities, piping, condenser units or the other components of any system or submeter serving only a single unit is a Limited Common Element appurtenant solely to that Unit. Any shutters, awnings, window boxes, doorsteps, stoops, air conditioning units, heat exchange units (and singular facilities serving the same) and all exterior doors (including exterior automobile garage doors for detached garages, if any) and windows or other fixtures designed to serve a single unit, but are located outside the Unit's boundaries, are Limited Common Elements appurtenant exclusively to that Unit.

3. Air Conditioning Facilities:

Any air conditioning facilities located in the Common Elements together with electrical wire conduit and service thereto in the Private Yard Areas or Common Elements.

4. Parking Stalls:

Each Residential and Live-Work Unit without an attached garage shall have for its exclusive use at least two (2) parking stalls as limited common elements appurtenant to such Unit, as shown on the Condominium Map, or as shall be designated by Declarant in an amendment and/or supplement to the Declaration which designation shall not constitute a material change and shall not require the consent or joinder of or notice to any Owner, Owner's mortgagees, or any other person who may have an interest in the Community or in any Unit. Each Commercial Unit shall have appurtenant to it at least two (2) parking stalls for its exclusive use, as shown on the Condominium Map or as shall be designated by Declarant in an amendment and/or supplement to the Declaration which designation shall not constitute a material change and shall not require the consent or joinder of or notice to any Owner, Owner's

mortgagees, or any other person who may have an interest in the Community or in any Unit.

The initial assignment of parking stalls, which is subject to change by supplemental declaration(s) or amendment(s) to the Declaration is described in Exhibit C of this report.

5. Exterior Light Fixtures:

Certain exterior garage wall light fixtures service the Community and are common elements but electrical service for such lights is a "limited common expense" to the extent that electrical service in respect of these lights is supplied by individual Units.

6. Mailboxes.

Each Unit is provided a designated mailbox in the central mailbox location(s) shown on the Condominium Map.

B. **Commercial Units Only**. Without limitation of designations specified in the Declaration and as determined appropriate by the Board of Directors of the Association, certain parts of the Common Elements, herein referred to as the "Limited Common Elements" are hereby designated and set aside for the use of the Commercial Units, and such Units shall have appurtenant easements for the use of such Limited Common Elements, subject to the limitations and rights reserved to others specified in the Declaration, as follows:

1. The "commercial loading zone" in the Plazas as shown on the Condominium Map for use by Commercial Units 101(C), 102(C), 103(C), 104(C), 201(C), 202(C), 203(C), 204(C), 307(C), 308(C), 607(C) and 608(C), the use of which is or may be limited by the Community Rules and/or Commercial Use Guidelines,

2. At the election of the Board of Directors, the electric closet located in Building 1, for use by Commercial Units 101(C), 102(C), 103(C), 104(C), 201(C), 202(C), 203(C), 204(C), unless the use of such is assigned to the Master Association, and/or the Commercial Unit Owners' customers.

3. The Commercial Restroom in Building 2 and the janitor closet located in Building 1, for use by Commercial Units 101(C), 102(C), 103(C), 104(C), 201(C), 202(C), 203(C), 204(C), subject to compliance with the Declaration and Community Rules or the Commercial Use Guidelines, if the regulation of such restroom and/or janitor closet is granted to the Commercial Use Committee.

4. The Propane Tank area as shown on the Condominium Map for use by Units 101(C), 102(C), 103(C), 104(C), 201(C), 202(C), 203(C) and 204(C), together with service lines and facilities installed to access such area together with the right to install a multi-use Propane Tank available to serve such Units, subject to compliance with the Declaration and Community Rules.

5. Grease Interceptor areas and lines serving such area described in **Section H.3.** of the Declaration together with the right to install a grease interceptor system in such areas as permitted by, but subject to compliance with the Declaration and Community Rules.

7. Air conditioning bays serving units respectively 101(C), 102(C), 103(C), 104(C), 201(C), 202(C), and 203(C) and 204(C) as described in **Section H.3.** of the Declaration together with the right to install air conditioning system in such areas/bays as permitted by, but subject to compliance with the Declaration and Community Rules.

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

EXHIBIT K
Section 1.11 -- Special Use Restrictions

THIS EXHIBIT CONTAINS AN ABBREVIATED SUMMARY OF SOME BUT NOT ALL OF THE SPECIAL USE RESTRICTIONS AFFECTING THE COMMUNITY. **TO BE FULLY INFORMED REGARDING THE SPECIAL USE RESTRICTIONS, YOU MUST READ THE PERTINENT SECTIONS OF THE DECLARATION, BYLAWS AND COMMUNITY RULES IN THEIR ENTIRETY**. THE SPECIAL USE RESTRICTIONS WILL AFFECT THE USE AND ENJOYMENT OF YOUR UNIT.

Subject to the rights reserved to Declarant in the Community Documents, the Community and each of the Units are intended for and shall be restricted to the following purposes and uses, which, together with any other restrictions contained in the Community Documents, are intended and shall be deemed to be cumulative.

1. **Residential Units**.

(a) Except for Home-Based Small Businesses (defined below) otherwise or as provided in the Declaration, and subject to the limitations specified in **Section H.1.** of the Declaration, the Residential Units shall at all times be occupied and used only for residential purposes in accordance with applicable laws, the Declaration, and the Bylaws, and for no other purposes. Without limiting the foregoing, no Unit shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

(b) **"Home-Based Small Business"** shall mean a business which: (i) is operated solely within the Residential Unit incidental to the use of the Unit for residential purposes; (ii) is limited to arts and crafts, the rendition of professional services not permitting client visitation, or other similar activities; (iii) is operated by the Owner of the Residential Unit (or a member of such Owner's family) whose principal residence is the Residential Unit; (iv) is permitted by, and is at all times in compliance with, all applicable laws, the Declaration, the Bylaws, and the Community Rules; (v) maintains at all times, any licenses and permits necessary for such business as required by law; (vi) maintains a policy or policies of public liability insurance in an amount which is reasonable for such business and any additional insurance as determined by the Association, in each case naming the Association as an additional insured; (vii) does not result in (A) the violation of any of the provisions of the Declaration, (B) any unreasonable increase in the flow of traffic within the Community, (C) any odor, noise, or vibration outside of the Residential Unit, or (D) parking problems within the Community; and (vi) excludes in all cases manufacturing, kilns, hammering and sawing. No Owner, lessee, tenant, or other occupant of a Residential Unit shall regularly bring clients, customers, or other business invitees onto the Community for business purposes.

2. **Live-Work Units**.

(a) Subject to the limitations specified in **Section H.2** of the Declaration, Live-Work Units inclusive of the Limited Common Elements appurtenant to such Units, shall at all times be occupied and used (i) only for residential purposes, in which event the limitations on use of Residential Units shall be applicable to the Live-Work Unit, (ii) for a mixture of residential and commercial purposes in accordance with applicable laws, the Declaration and the Bylaws, if

a Conversion Declaration has been Recorded in respect of the applicable Unit or (iii) as a Designated Commercial Live-Work Unit if Declarant has exercised its rights to classify the applicable Unit, and for no other purposes. If denominated by Declarant by Conversion Declaration, the interior living area of a Live-Work Unit consisting of (1) the ground floor hall and the interior stairwell serving the second floor of such Units and the second floor of such Units and any other portion of the ground floor designated in the Conversion Declaration shall be used solely for residential purposes, subject to the use limitations imposed on Residential Units, and (2) the ground floor of such Units inclusive of "live work" space shown on the Condominium Map and such other portions thereof designated in the Conversion Declaration, but excluding the ground floor hall and stairwell serving the residential portion of the Unit and any other portion of the ground floor designated for residential purposes in the Conversion Declaration, may be used for commercial or residential purposes. If such commercial use portion of a Live-Work Unit is used for commercial purposes, such portion of the Unit shall be operated and used only for those commercial purposes or uses authorized in the Permitted Commercial Uses Exhibit of the Declaration with respect to Live-Work Units, subject to the limitations contained in the Declaration and/or approved by the Commercial Use Committee and Declarant. All AMX-2 uses requiring a major conditional use permit or plan review use permit are specifically prohibited in Live-Work Units. No commercial use of a Live-Work Unit for which a Conversion Declaration has been Recorded shall be undertaken or permitted unless first approved in writing by Declarant or the Commercial Use Committee.

(b) Notwithstanding the specific examples of permitted uses set out in the Permitted Commercial Use Exhibit of the Declaration and subject to the right of the Declarant to prohibit a use, the Commercial Use Committee may authorize other uses, using reasonable discretion, so long as such other uses do not detract from the overall image of the Community, and are not otherwise precluded by law. The Commercial Use Committee will consider the effect on Live-Work Units in the Community, and the Commercial Use Committee shall not approve a use in a Live-Work Unit that has a materially adverse impact on any other Unit in the Community or on the Property (as defined in the Master Declaration). The Commercial Use Committee may fairly and reasonably define the Permitted Commercial Uses, from time to time, more clearly than the guidelines outlined in the Declaration. The Commercial Use Committee may establish special Rules and Regulations to apply specifically to the Live-Work Units. Moreover, the Commercial Use Committee has adopted the Commercial Use Committee Guidelines establishing procedures allowing Owners and Persons under contract to purchase a Live-Work Unit in the Community to apply to the Board for written authorization of a proposed business use, which must be adhered to by Owners.

3. **Commercial Units**. Subject to the limitations specified in the Master Declaration and the Declaration, Commercial Units, inclusive of the Limited Common Elements appurtenant to such Unit, shall at all times be occupied and used only for commercial purposes in accordance with applicable laws, the Declaration and the Bylaws, and for no other purposes. Specifically, Commercial Units may be operated and used only for those commercial purposes or uses authorized by the Permitted Commercial Uses Exhibit of the Declaration in respect of the particular Commercial Unit type (e.g. Retail Commercial Unit use is less restrictive in character) and approved as required by **Section H.2.** of the Declaration. No commercial use of a Commercial Unit shall be undertaken or permitted unless first approved in writing by Declarant or the Commercial Use Committee. The Owner of a Commercial Unit shall have the absolute right to rent or lease all or any portion or portions of such Commercial Unit in connection with such commercial operations or use for any length of time and upon such terms and conditions as such Owner or Owners shall determine for a term not less than three (3) months, and to retain the revenues and rents generated from operations, provided, however, that any

subdivision or partition of such Commercial Unit shall be strictly prohibited, unless authorized by Declarant. Declarant reserves the right to change the permitted uses that may be undertaken with a Commercial Unit, to make alterations to the Commercial Unit and the Limited Common Elements appurtenant thereto and to change the use of the Limited Common Elements, as set forth in, among other provisions, the Declaration. A Commercial Unit shall have an appurtenant easement pursuant to which the Owner's representatives, vendors, licensees, and invitees have the right, for purposes of the business conducted in a Commercial Unit, or the Limited Common Elements appurtenant thereto, to do the following things:

(a) To enter the Community using the Common Elements intended for access to and from any nearby roads or streets;

(b) To make deliveries using delivery area identified as "Loading" or "Loading Zone" on the Condominium Map or located within the Commercial Unit's Limited Common Element designated for such commercial delivery area subject to the limitations contained in the Declaration or established by the Commercial Use Guidelines or by the Community Rules;

(c) To use the Common Elements for ingress and egress as may be reasonably necessary or convenient in connection with the ordinary course of business operations in the Commercial Unit and its appurtenant Limited Common Elements; and

(d) To use the Plazas (or portion thereof) on an exclusive or non-exclusive basis, as allowed under the Declaration and/or as permitted by and subject to rules or guidelines established by the Master Association Board of Directors for use of the Plazas, which rules and guidelines may be included in the Commercial Use Guidelines;

(e) With respect to Units 202(C) to 204(C), inclusive, and 101(C) to 103(C), inclusive, to access the grease interceptor area identified on the Condominium Map, and, subject to securing the requisite approvals required under the Declaration, install therein required grease interceptor facilities and underground piping to create a grease interceptor system serving such units individually and connect the same to the appurtenant sewer lines;

(f) With respect to 201(C) to 204(C), inclusive, and 101(C) to 104(C), inclusive, to access the air conditioning bay areas identified on the Condominium Map on the roof of the buildings in which such Units are located (see BLDG TYPE 1 Roof Plan Sheet CPR-5), and, subject to securing the requisite approvals required under the Declaration, install therein above each respective Unit air conditioning systems and piping to serve the specified Units; and

(g) To access the "Future Propane Tanks" area identified on the Condominium Map and, subject to securing the requisite approvals required under the Declaration, install therein propane tank facilities, metering facilities, and underground piping to establish propane gas service to such units; provided any such installation approval may be conditioned upon the installation of protective fencing and signage as determined appropriate by the Board or the DRC.

4. **Owners' Transfer Rights**.

(a) No Timeshares. No Unit or any interest therein shall be sold, transferred, conveyed, leased, occupied, rented, or used for or in connection with any timesharing purpose or under any timesharing plan, arrangement, or program, including, without limitation, any so-

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called "vacation license," "travel club membership," "exchange program" or "time-interval ownership" arrangement. The term "timesharing" or "timeshare" as used in this Section and in **Section H.4.** of the Declaration shall be deemed to include, but is not limited to, any plan, program, or arrangement under which the right to use, occupy, own, or possess a Unit rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association, or club membership, license, rental, or use agreement, co-tenancy agreement, partnership, or otherwise.

(b) Owners' Right to Sell, Lease and Transfer. Subject to **Section H.4(a)** of the Declaration, and the limitations contained in the Declaration, the Unit Owners shall have the absolute right to sell, lease, rent, or otherwise transfer their respective Units subject to all provisions of the Act and the Community Documents. Without limitation of the foregoing, Declarant shall have the absolute right to rent Units owned by Declarant. No Unit, other than a Commercial Unit, may be leased or rented for an initial term of less than thirty (30) days (or such longer period as may be required by ordinance of the County to avoid classification of the Unit as a "transient vacation unit"). No Owner may rent any Residential Unit or Live-Work Unit in any manner by which the occupants of the Unit are provided customary hotel or similar services, such as room service, maid service, laundry or linen service or bell service. Any lease or rental agreement of a Unit shall provide that it shall be subject in all respects to the provisions of the Community Documents and that the failure of the lessee or tenant to comply with the terms of the Community Documents shall be a default under the lease or rental agreement. Any Unit Owner leasing or renting a Unit shall provide the Association with a copy of such lease or rental agreement as soon as possible upon execution. If an Owner of a Unit desires to make an arrangement for rental or occupancy of his Unit, then the Owner must make such arrangement without the involvement or participation of Declarant. DECLARANT HAS NOT AUTHORIZED ANY AGENT, EMPLOYEE, SALESPERSON OR BROKER TO MAKE ANY REPRESENTATIONS AS TO RENTAL OR OTHER INCOME FROM ANY UNIT OR AS TO ANY OTHER ECONOMIC BENEFIT, INCLUDING POSSIBLE ADVANTAGES FROM THE OWNERSHIP OF A UNIT UNDER FEDERAL OR STATE TAX LAWS, TO BE DERIVED FROM THE PURCHASE OF A RESIDENTIAL UNIT, LIVE-WORK UNIT, OR COMMERCIAL UNIT IN THE COMMUNITY.

5. **Use of Parking Stalls**. Use of those parking stalls, if any, which are not designated as Limited Common Elements appurtenant to any specific Unit or as Declarant Reserved Stalls, may be governed by rules and regulations adopted in accordance with the Bylaws to assure equitable use of the stalls by all Owners. The Board of Directors may install parking meters, gates, security devices, checkpoints and or equipment appropriate to this end and may issue stickers or adopt an allocation system. Each Owner acknowledges that parking stalls may be used by Residential, Live-Work and Commercial Unit Owners and their respective invitees, tenants and guests. Pursuant to Mehana at Kapolei Signage Guidelines, Commercial Unit Owners may, subject to the conditions therein specified, apply for the right to identify designated Commercial parking stalls.

6. **Use of Common Elements**. Subject to the rights reserved by Declarant elsewhere in the Declaration or in the Bylaws or other Community Documents and subject also to the exclusive or limited use of the Limited Common Elements that may be specified in the Declaration, each Unit Owner may use the Common Elements in accordance with the purposes for which they were intended without hindering or encroaching upon the lawful rights of the other Unit Owners, subject to the rights of the Board of Directors:

(a) To change the use of the Common Elements upon the approval of seventy five percent (75%) of the Unit Owners, provided that the change does not adversely affect (1) Declarant's rights and interests in the Common Elements or the Limited Common Elements or (2) the Easements of any Unit Owner, including Declarant, in a Limited Common Element, without first having secured the permission of the adversely affected Owner;

(b) On behalf of the Association, to lease or otherwise use for the benefit of the Association, including, without limitation, to grant easements and enter into licenses respecting, those Common Elements that, in accordance with Section 514B-38(5) of the Act, the Board determines are not actually used by any Unit Owners for a purpose permitted in the Declaration so long as it does not adversely affect Declarant's rights and interests in the Common Elements, provided that, unless the approval of seventy-five percent (75%) of the Owners is obtained, such lease shall not have a term of more than five (5) years and shall contain a provision that the lease or agreement for use may be terminated by either party thereto on not more than sixty (60) days' written notice; provided, however, that the foregoing approval requirement shall not apply to any leases, licenses, or other agreements entered into for the purposes authorized by Section 514B-140(d) of the Act; and

(c) Provided it does not adversely affect Declarant's rights and interests in the Common Elements or Limited Common Elements, to lease or otherwise use for the benefit of the Association those Common Elements and elements that, in accordance with Section 514B-38(6) of the Act, the Board determines are actually used by one or more Unit Owners for a purpose permitted in the Declaration upon obtaining the approval of seventy-five percent (75%) of the Owners, including all directly affected Owners that the Board reasonably determines actually use such Common Elements, and the Owners' mortgagees, provided that the foregoing approval requirement shall not apply to any leases, licenses, or other agreements entered into for the purposes authorized by Section 514B-140(d) of the Act.

(d) To enact, amend and repeal rules and regulations reasonably restricting and regulating use of the Common Elements, provided that such rules and regulations shall be enacted, amended or repealed in accordance with and shall be consistent with the terms of the Community Documents.

7. **Use of Unit-Generally**. A Unit Owner shall not use his or her Unit and/or any appurtenant Limited Common Element for any purpose which will injure the reputation of the Community or suffer anything to be done or kept in his or her Unit or elsewhere in the Community which will (a) jeopardize the soundness of any building in the Community, (b) create a nuisance or interfere with or unreasonably disturb the rights of other Owners and occupants, (c) increase the rate of fire insurance on any structure or the contents of any structure, or (d) reduce the value of the Community or any structure in the Community.

8. **Signs, Etc.** The Owner of any Unit will not, without the prior written consent of the Board, display any sign or place any other thing in or upon any doors, windows, walls or other portions of the Unit or the Common Elements so as to be visible from the exterior, unless specifically permitted by the Community Rules. This restriction shall not apply to signs identifying the business of a Commercial Unit, the parking stall appurtenant to such Commercial Unit or the business conducted in the commercial use portion of a Live-Work Unit, provided such sign complies with the Signage Guidelines and is first approved in writing by (i) Declarant or (ii) the Commercial Use Committee. This restriction shall not apply to any signs displayed by Declarant for any purpose.

9. **Restrictions and Responsibility Regarding Use of Units**.

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

(i) Any distillation or refinery facility;

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

(iii) Any meeting place or place of public assembly except as specifically permitted under the Declaration;

(iv) Except with the express written consent of the Declarant, any pool hall, game arcade, betting facility (including off-track betting) or video or game arcade;

(v) Any indecent or pornographic uses, massage parlor (which for purposes of this prohibition shall not be defined to include the operation of a beauty parlor or day spa in which massage therapies are offered as an ancillary services to customers), for the sale of nude, semi-nude, erotic or pornographic adult entertainment, books, magazines, videos and other similar products, peepshow store, escort service or any other similar store or club; and any business devoted to sale of articles and merchandise normally used or associated with illegal or unlawful activities, including, without limitation, the sale of paraphernalia used in connection with marijuana, cocaine, or other controlled drugs or substances;

(vi) Except with the express written consent of the Declarant, any gymnasium or martial arts studio;

(vii) Except with the express written consent of Declarant and the Commercial Use Committee and the consent of the Declarant under the Master Declaration, any dance, spa, fitness or exercise studio (but not excluding dance instruction);

(viii) Any tattoo parlors or body piercing establishments;

(ix) Any Laundromat (provided, however that nothing herein shall prohibit the operation of a dry cleaning business which does not include a self-service laundromat in a Commercial Unit provided such store is a "drop off" for dry cleaning and actual dry cleaning is conducted at a site outside the Community);

(x) Except with the express written consent of Declarant, any discount or thrift stores, secondhand surplus store, bankruptcy sale;

(xi) Churches, school or political organizations (provided however certain vocational, business and language schools are permitted for Commercial Units and certain Live-Work Units as specified in the **Permitted Commercial Use Exhibit H-2** of the Declaration);

(xii) Storage or refining or hazardous materials and petroleum or other

products;

(xiii) Sales, repair or maintenance of vehicles, including automobiles, boats, motorcycles, aircraft, trucks or recreation vehicles, or other motorized equipment, provided that light maintenance of an Owner's commercial vehicle(s) used in connection with a permitted commercial use within the Community shall be allowed so long as such maintenance is conducted entirely within the interior of a garage on Live-Work Unit;

(xiv) Except with the express written consent of Declarant, real estate sales, property management, or property rental business, concierge service, or a business for the on-site sales of Units; provided however that notwithstanding the foregoing, Declarant consents to the use of certain Commercial Use Units as real estate sales offices, as provided in H.9(b)(i)(C) of the Declaration.

(xv) Except with the express written consent of Declarant, kennels or other animal care facilities; or

(xvi) Other uses (other than Permitted Commercial Uses) that the Commercial Use Committee or the Board reasonably determines would detract from the overall image of the Community, or which might adversely affect the value of individual Units within the Community.

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

(b) Specific Use Restrictions for Commercial Units, Designated Commercial Live-Work Units and Live-Work Units Used for Commercial Purposes. Notwithstanding anything contained herein to the contrary, Commercial Units (inclusive of Retail Commercial Units), any Designated Commercial Live-Work Units used for commercial purposes or Live-Work Unit used in part for commercial purposes (herein collectively the "**Commercial Use Unit(s)**") and the Owner thereof, shall be subject to the following restriction as to the use of the Commercial Use Unit:

(i) With the exception of Declarant, the Owner of a Commercial Use Unit shall not use or occupy such Unit, or permit the use or occupancy of such Unit, for any purpose or in any manner which:

(A) Engages in a commercial liquor store use for off premise consumption which devotes more than twenty-five percent (25%) of the entire display space of the Unit to the display of intoxicants, exclusive of wine and beer (which intoxicants must be only first class, high grade spirits), or sells intoxicants (except wine, beer, and items used in cooking) in containers holding less than one-fifth of a gallon;

(B) Operates a cinema/movie theater, bowling alley, skating rink, video game room, amusement gallery or amusement arcade, pool hall, funeral home or

store selling caskets, facility for industrial or manufacturing uses, pet grooming or veterinary medicine;

(C) Operates a real estate sales, property management, or property rental business, concierge service, or a business for the on-site sales of Units, except with the express written permission of Declarant; provided however that notwithstanding the foregoing, Declarant, for itself and as Declarant under the Master Declaration, consents to the use of Commercial Units (inclusive of Retail Commercial Units) and Live-Work Units in the BMX-3 zoning district as real estate sales offices subject to compliance with the Declaration;

(D) Operates a drive-in or drive-thru restaurant or drive in or drive thru eating establishment; or

(E) With respect to Live-Work Units (including Designated Commercial Live-Work Units), is not one of those uses specified as permitted uses for the Unit use classification (Live-Work Units) specified in the **Permitted Commercial Use Exhibit H-2** of the Declaration and/or has not obtained prior approval of such proposed use from the Commercial Use Committee which must be obtained before any use of such Unit may be undertaken (herein sometimes the "**Approved Commercial Use Plan**").

(F) With respect to Commercial Units and Retail Commercial Units, is not one of those uses specified as permitted Unit use classification (Commercial Units or Retail Commercial Units, as applicable) specified in the **Permitted Commercial Use Exhibit H-2** of the Declaration and/or has not obtained prior approval of such Approved Commercial Use Plan.

(ii) The Owner of a Commercial Use Unit shall, at such Owner's expense, obtain and maintain at all times, all licenses and permits necessary for such Owner or such Owner's tenants', lessees', or occupants' operations from the Commercial Use Unit as appropriate and shall post or display in a prominent place in the Commercial Use Unit such permits and/or notices as required by law.

(iii) The Owner of a Commercial Use Unit agrees to conduct its business, and to cause their tenants, licensees and occupants to conduct their operations, at all times in a reputable manner, maintaining at all times a full staff of experienced and qualified employees for efficient operation in a proper, workmanlike and dignified manner.

(iv) The Owner of a Commercial Use Unit shall not operate or be open for business between the hours of 10:00 p.m. and 6:00 a.m., without prior written consent from the Commercial Use Committee. Deliveries to Commercial Use Units are restricted to between the hours of 8:00 a.m. and 5:00 p.m.; provided, however, alternate delivery schedules may be approved by the Commercial Use Committee, in its sole discretion. In all Commercial Use Units, the street front entrance shall be used as the principal means of ingress and egress for commercial invitees and customers of any business conducted in a Commercial Use Unit and no approved sign within a Commercial Use Unit shall direct invitees and customers to any rear of alleyway access to the Unit. Rear or alleyway access to any Commercial Use Unit shall not be used as the primary access to a Commercial Use Unit.

(v) The Owner of a Commercial Use Unit shall not have the right to place canopies, signs, pictures, advertisements or notices inside the Commercial Use Unit visible from the exterior of the Unit or outside the Unit (or within any Private Yard Area) without the prior written approval of the Commercial Use Committee, and the DRC, where appropriate. The Signage Guidelines and Commercial Use Guidelines reserve to the Board and the foregoing committees the right to approve the design, location and size of any and all canopies, signs, pictures, advertisements or notices placed inside the Unit that are visible from any street area or any Common Element. Notwithstanding the foregoing, signs containing any strobe lights, moving parts or day-glow colors shall be strictly prohibited.

(c) Commercial Invitees and Lessees; Insurance. The Owner of a Commercial Use Unit shall be responsible for compliance by such Owner's commercial invitees and lessees, and such Owner's lessees' invitees, with the provisions of the Declaration, the Bylaws, and any rules made by the Board. The Owner of a Commercial Use Unit and such Owner's lessee shall maintain a policy or policies of public liability insurance in an amount which is reasonable for the use of such Unit, naming the Association as an additional insured, and shall provide a certificate evidencing adequate coverage annually upon renewal to the Board. The Commercial Use Committee's approval of any commercial use within a Commercial Use Unit may be conditioned on additional insurance requirements. Moreover, the Board may, pursuant to power reserved to it hereunder, specially assess Commercial Use Units for among other matters, increases in costs of insurance for the Community attributable to commercial activity in the Commercial Use Units.

(d) Utility Usage.

(i) Declarant or the Association may install electrical or other utility service submeters as a limited common expense to measure the use of such service by the Commercial Use Units, including, without limitation, gas service, electrical, and/or sewer and water submeters or flow meters relating to the chilled water system in a Commercial Use Unit to measure water usage for the Unit. In such case, the Association will be responsible for the payment of this bill to the service provider billings, and each Unit Owner will be responsible for paying its share of such utility service bill, plus reasonable service charges, to the Association as a limited common element expense. If the Owner of a Commercial Use Unit fails to pay any amounts when due, such Owner will be responsible for any penalties or delinquent amounts levied by the service provider. If the Owner of a Commercial Use Unit fails to reimburse the Association, the Association will be entitled to all remedies available for nonpayment of limited common element assessments under the Declaration or the Act and, without limitation of the foregoing, may impose a special assessment as provided in the Declaration, may enter any Commercial Use Unit to shut off the water, electrical or other utility service to the defaulting Owner's Unit, or may pursue any other remedies as provided in the Declaration. Each Commercial Use Unit Owner shall also have the obligation to maintain, repair, and replace the submeter providing service to such Owner's Unit. If the Owner of a Commercial Use Unit fails to maintain such meters or submeters, the Association shall be entitled to maintain, repair, and replace the meter and charge the cost thereof to such Owner or pursue any other remedies provided under the Declaration.

(ii) If any Commercial Use Unit Owner installs any electrical equipment which overloads the electrical lines in or to the Property or the improvements to the Property, Owner shall, at such Owner's own expense, make whatever changes are necessary to correct the situation and to comply with the requirements of the insurance underwriters and all

governmental authorities having jurisdiction over such matter as directed by the Declarant, the Commercial Use Committee, or the Board.

(iii) If in the determination of the Board, use of one or more trash enclosures or bins must restricted for the exclusive use of Commercial Units or additional trash pic-up is required to address Commercial Units' use of the available trash enclosures or bins in the Community, charges for trash pick-up of such exclusive use trash bins or additional service may be separately assessed to the Commercial Units,

(e) Special Restrictions on the Commercial Use of Live-Work Units. Notwithstanding anything to the contrary contained in the Declaration, and subject to the limitations on use of the various floors and portions of floors of the Live-Work Unit(s) described in **Section H.2(a)** of the Declaration (limiting the area within which commercial uses may be undertaken after filing of a Conversion Declaration), Live-Work Units used for a mixture of residential and commercial purposes that are not designated by Supplemental Declaration as Designated Commercial Live-Work Units, and the Owners thereof, shall be subject to the following restrictions on use:

(i) Any approved commercial operation undertaken in the commercial use portion of the Live-Work Unit shall be operated by the Owner of the Live-Work Unit.

(ii) The Owner of the Live-Work Unit may not employ more employees in connection with such approved commercial operation than the most restrictive employee requirement of any governmental or quasi-governmental loan guaranty program (such as Federal National Mortgage Association ("**FNMA**" or "**Fannie Mae**"), Federal Housing Administration ("**FHA**"), Department of Veterans Administration (the **"VA"**), Federal Home Loan Mortgage Corporation ("**FHLMC**" or "**Freddie Mac**")).

(iii) The Owner of the Live-Work Unit may not rent to a third party the commercial use portion of the Live-Work Unit.

(iv) The Owner of the Live-Work Unit must maintain the direct connection between the residential use portion of the unit and the commercial use portion of the unit and may not alter the interior of the Unit in any manner that impedes the direct connection between those portions of the Live-Work Unit.

(v) No more than twenty-five percent (25%) of the total floor area of a Live-Work Unit may be used for non-residential/commercial purposes.

(vi) The portion of the Live-Work Unit used for commercial purposes shall be subject to each and all of those limitations on use applicable to Commercial Use Units described in **Section H.9** or otherwise in the Declaration.

10. **Window Coverings**. All window coverings shall be a shade of color that are specified in the Design Guidelines, harmonious with and not conflicting with the color scheme of the exterior wall surface of a Unit and shall be subject at all times to the review and approval of the DRC. Window tinting and window coverings, which differ from that described above shall be subject to the approval of the Board and/ or DRC, as appropriate. Window coverings that conflict with the color scheme of the exterior wall surface as reasonably determined by the Board must be replaced with compliant window coverings of directed by the Board or DRC and/or the Manawa DRC, as appropriate.

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11. **Animals**. No animals, livestock, reptiles, insects, poultry, or other animals of any kind shall be kept in any Unit except as is permitted by, and in accordance with, the Declaration and the Bylaws.

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

13. **Offensive Conduct; Nuisances**. No noxious or offensive activities shall be conducted within the Community unless authorized in advance by Declarant in writing, provided that the operation of a restaurant (which for clarity may not include a drive-in or drive-thru restaurant) within a Commercial Unit is hereby expressly authorized, and provided for that such eatery establishment shall not offer live entertainment except on Friday or Saturday nights between the hours of 6:00 pm and 10:00 pm or on Sunday between the hours of 11:00 a.m. and 2:00 p.m. (all in compliance with the law); provided, however, alternate hours of live entertainment may be authorized by the Commercial Use Committee in its sole discretion. Nothing shall be done on or within the Community that interferes with the quiet enjoyment of occupants of Units or which may create a nuisance or injure the reputation of the Community. No odorous matters shall be emitted upon or about the Community in such quantity as to be readily detectable outside the physical boundaries of the space within which the odor was generated; provided however that odors which are customary within a mixed residential and commercial use project are permitted and does not constitute noxious or offensive activities. Fume filters must be used within any Commercial Unit where any cooking is permitted by the Commercial Use Committee.

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

15. **Outside Drying and Laundering**. No exterior clothes lines or other outside clothes drying or airing facilities shall be permitted on any part of the Common Elements or lanais so as to be visible from other Units or Common Elements of the Community.

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

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

(a) Use of Lanais in Residential Units. Residential Unit Lanais shall be used only as outdoor living areas containing patio furniture and other similar outdoor furnishings and items permitted by the Community Rules and all such furnishings and items shall comply with

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the standards governing the appearance of such items as set forth in the Community Rules. Furnishings shall be equipped with protective leg caps or other devices to prevent damage to the floor of the lanais. No Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the lanais. Any plants permitted in accordance with the Community Rules must be placed on lanais must have sufficiently large receptacles to contain all drainage from such plants, and must not be allowed to collect condensates or moisture between the receptacles and the floor of the lanais.

(b) Use of Commercial Unit Lanais and Lanais Adjoining the Commercial Use Portion of Live-Work Units. Lanais of Commercial Units and the Lanais adjoining the commercial use portion of Live-Work Units shall be used only as permitted by the Approved Commercial Use Plan approved by the Commercial Use Committee.

(c) Limitations on Lanai Use-Generally. No Owner shall change or alter the surface or exterior of any lanais without the consent of the Board. Use of all lanais shall be subject to the provisions in the Community Rules.

18. **Parking Stalls and Vehicular Restrictions**.

(a) Parking Stalls for Disabled Persons. Certain parking stalls may be designated for use by disabled persons (**"Disabled Parking Stalls"**) and will be designated as such on the Condominium Map. Such Disabled Parking Stalls may be assigned by Declarant to the Owners of particular Units upon the initial sale of such Units or may be designated for use by the Owner of a Commercial Unit and such Owner's invitees, jointly. Declarant shall, upon assigning a Disabled Parking Stall to an Owner, designate such assignment in the records of the Association and such Disabled Parking Stalls shall constitute Limited Common Elements appurtenant to the Unit to which the stall is assigned. If any Disabled Parking Stalls remain unassigned after the sale of all the Units in the Community, the Board shall have the right to assign and manage such spaces unless the same have reserved to Declarant in the Declaration. The Owners who are assigned Disabled Parking Stalls shall be subject to the rights of the Board to re-assign such parking stalls. Evidence of disabled status shall be by distinguishing license plate or placard issued by the Hawaii Department of Motor Vehicles. Except for Declarant Reserved Parking Stalls, the Board shall have the authority and be responsible for coordinating the assignment of parking stalls pursuant to **Section H** of the Declaration and shall adopt rules and regulations with respect thereto, including the procedure to be followed should an Owner or occupant become disabled and wish to use a Disabled Parking Stall, forms and methods of notice to be given to the Board and Owner, and procedures for review of the required evidence of disabled status. The Board shall maintain appropriate records of such assignment, including a copy of the evidence provided. In no event shall the Declarant or the Association be held liable if the Declarant or the Association is unable to assign a Disabled Parking Stall to a disabled Owner because all designated Disabled Parking Stalls have previously been assigned to other disabled Owners.

(b) Authorized Vehicles. The following vehicles are **"Authorized Vehicles"**: motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less, and any vehicle owned, used, or authorized by Declarant. Subject to **Section H.19** of the Declaration, Authorized Vehicles may be parked in the parking areas in the Community intended for parking of motorized vehicles.

(c) Prohibited Vehicles. The following vehicles are **"Prohibited Vehicles"**: recreational vehicles (e.g., motor homes, travel trailers, camper vans, boats, dune buggies, etc.), stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, or other similar vehicles, buses or vans designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, including, without limitation, boat trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles, or any vehicle or vehicular equipment deemed a nuisance by the Board. Prohibited Vehicles shall not be parked, stored, or kept in any parking or loading areas in the Community. This prohibition shall not prohibit use of such vehicles in connection with deliveries to Commercial Use Units, provided, such vehicles shall not remain in any parking or loading area any longer than required to permit loading and unloading of any delivery.

(d) General Restrictions. All Authorized Vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Unit and kept within the Property shall be parked in that Owner's assigned parking stalls. No vehicle shall be parked in any parking stall if such vehicle does not completely and clearly fit between the painted parking lines designated for a parking stall or otherwise physically fit wholly within the designated space (the boundaries of which are the ground surface, any street side curb or garage wall, the interior edge of the painted stall striping, an imaginary line connecting the driveway edge of the painted stall striping, the lowest surface of the ceiling above the areas or any protruding pipe or apparatus above the stall area, or if there is no ceiling, the imaginary horizontal plan 7.5 feet above the surface of the floor or ground) or any other portion of the parking areas in the Property designed for ingress and egress of vehicles. There shall be no parking in the Property that obstructs free traffic flow, constitutes a nuisance, violates the Community Rules, or otherwise creates a safety hazard. The parking areas in the Property shall be used for parking Authorized Vehicles only and shall not be used for storage, living, recreational, or business purposes (except for storage in authorized storage spaces, if any). No maintenance, repair, restoration, or construction of any vehicle shall be conducted on the Property.

(e) Traffic and Parking Regulations.

(1) The Board shall have the right to police and regulate traffic in and otherwise control the use of parking areas and streets within the Community to minimize adverse effects and over-crowdedness attributable to commercial use. In furtherance of that right, Declarant and the Commercial Use Committee, at the request of the Board, may promulgate reasonable written rules and regulations with respect to such areas, and those rules and regulations shall be binding upon Owner on notice of the adoption and delivery of the rules and regulations to Owners. For the enforcement of said rules and regulations, the Board or the Commercial Use Committee, as designated in such rules and regulations, shall have the same remedies as if said rules and regulations were expressly incorporated herein, in addition to all other legal or equitable remedies, whether or not provided for in the Declaration.

(2) Without limitation of the rights of Declarant or Commercial Use Committee, reasonable rules and regulations (**"Parking Rules"**) may address or require, among other matters:

(i) a Commercial Use Unit occupant to offer, at their expense, valet parking during peak operating hours, as determined by Declarant or the Commercial Use Committee;

(ii) off street parking for all commercial customers or invitees;

(iii) employee parking outside the Community; and

(iv) permitted users of and hours of permitted use of the Commercial Loading Zone shown on the Condominium Map or any other area labeled as "Loading" on the Condominium Map.

19. **Community Rules Respecting Parking**. Declarant has the exclusive right to use and/or assign any parking stalls that are not appurtenant to any specific Unit, including any parking stalls reserved to Declarant in the Declaration or in a Recorded amendment to the Declaration. Declarant may relinquish this right and if Declarant waives this right with respect to any one or more unassigned parking stalls, use of those unassigned parking stalls, if any, may be governed by rules and regulations adopted in accordance with the Bylaws to assure equitable use of the stalls by all Owners. The Board of Directors may install parking meters, gates, security devices, checkpoints, other equipment appropriate to this end and may issue stickers or adopt a permit or an allocation system, and improvements relating to electric vehicle use. Without limiting the foregoing, the Board may establish additional regulations as it deems appropriate in its sole discretion with regard to street parking within the Community and with respect to any of the parking areas not assigned to individual Units, including, without limitation, designating "residential guest parking," "commercial parking," "parking," and "no parking" areas thereon, and electric vehicle use. Any parking areas shall be subject to such further reasonable control and use limitations as the Board may establish. The Board shall determine, in its discretion, whether there is a violation of the parking and vehicular restrictions set forth in the Declaration or established by the Board, and, if such noncompliance is determined by the Board to exist, the Board shall have the power to enforce all parking and vehicle use regulations applicable to the Property, including the power to remove violating vehicles from any of the Property pursuant to law. To enforce such a system, the Board and the Declarant shall also have the power to adopt and implement a ticket, fine, and towing program to foster compliance with any parking regulations that may be adopted. Non-payment of any approved fines or tickets may be treated as the equivalent of non-payment of common expenses and afford the Board and Declarant with same enforcement rights available under the Declaration with respect to such items.

20. **Declarant's Rights With Respect to Parking Stalls**. The restrictions in use set out in **Sections H.17(b) – (e)**, inclusive, and **H.18** of the Declaration shall not apply to Declarant and the parking stalls reserved to Declarant.

21. **Declarant's Limited Warranty**. The Common Elements and their use is subject to an express limited warranty by Declarant in favor of the Association, which is conditioned on, among other items, appropriate regular and routine maintenance, inspection and repair of the Common Elements by the Association set out in Declarant's Limited Warranty, which shall be effective upon the recording of the Declaration and a copy of which shall be provided to the Association. An appropriate validation or confirmation form, described below and in Declarant's Limited Warranty, will be delivered to the Association NOT later than the first annual meeting of the Owners. It is expressly understood and agreed by and between Declarant and each Owner and the Association that, other than this express limited warranty, DECLARANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMMON ELEMENTS, THE COMMUNITY OR CONSUMER PRODUCTS OR OTHER THINGS WHICH MAY BE INSTALLED OR WHICH ARE CONTAINED IN THE COMMON ELEMENTS OR THE COMMUNITY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR

A PARTICULAR USE. During the term of Declarant's Limited Warranty, the Association shall in each and all instances permit Declarant or Declarant's designated representative to repair any and all items classified by Declarant as items covered by Declarant's Limited Warranty. The Association and its members shall have no further rights and Declarant no further obligation to the Association and/or its members in respect of such matters repaired by Declarant or Declarant's representative.

In providing for the maintenance, management and repair of the Common Elements pursuant to **Section H.21** of the Declaration, the Association shall comply with each of those obligations specified in the Declarant's Limited Warranty delivered by Declarant to the Association and undertake each of those actions therein required to be taken by the Association. In that regard, the Association shall let appropriate contracts to service professionals in order to provide and shall provide regular and routine maintenance, inspection and repair of the Common Elements. Without limitation of the obligations imposed on the Association pursuant to **Section H.21** of the Declaration, the Association, through its Board, shall execute all necessary documents in order to effectuate Declarant's Limited Warranty, including without limitation, the Limited Warranty confirmation or validation form, which can be found at confirm.rwcwarranty.com. With respect to the Declarant's Limited Warranty, the Association acknowledges and agrees:

- With respect to items covered under Declarant's Limited Warranty, the Association hereby waives all other express or implied warranties, as set forth in Declarant's Limited Warranty, to the fullest extent permitted by law.

- The Association shall satisfy each and every requirement contained in Declarant's Limited Warranty, including without limitation those for written notice, access, right of repair and review etc., as detailed in Declarant's Limited Warranty.

- The Board has received and shall maintain a copy of Declarant's Limited Warranty and further understands and acknowledges that only those Defects identified in Declarant's Limited Warranty are covered by the limited warranty and only to the extent provided in Declarant's Limited Warranty.

- The Association has and undertakes to perform those affirmative maintenance obligations as set forth in Declarant's Limited Warranty, in addition to any maintenance obligations otherwise required by the Declaration or by applicable law.

22. **Rights of Persons with Disabilities**. Subject to the provisions of the Declaration, each Owner shall have the right to modify the Owner's Unit and the Board and/or the Declarant has the right to modify the route over the Common Elements leading to the front door of the Unit, at the Owner's sole cost and expense, in order to facilitate access to the Unit by persons who are blind, visually handicapped, deaf, or physically disabled, or to alter conditions which could be hazardous to such persons. The rights granted by **Section H.22.** of the Declaration are further subject to the following conditions: (a) the modifications shall be consistent with applicable building code requirements; (b) the modifications shall be consistent with the intent of otherwise applicable provisions of the Declaration pertaining to safety or the aesthetic integrity of the Community; (c) the modifications which are external to the Unit shall not prevent reasonable passage by other Owners or invitees on the Community, and shall be

removed by the Owner when the Unit is no longer occupied by persons requiring those modifications; (d) any Owner who intends to modify a Unit pursuant to **Section H.22.** of the Declaration shall submit their plans and specifications to the Board for review to determine whether the modifications comply with the provisions of the Declaration; and (e) any change in the exterior appearance of a Unit shall be in accordance with the provisions of the Declaration and all applicable provisions of law. Any Owner with a disability desiring such a modification shall make such request, in writing, to the Board. That request shall set out, with specificity and in detail, the nature of the request and the reason that the requesting party needs to be granted such the modification. The Board shall not unreasonably withhold or delay its consent to such request and the Board shall not deny approval of the proposed modifications under **Section H.22.** of the Declaration without good cause.

23. **Commercial Plazas.** Without limitation of the rights reserved to the Declarant in **Section E** of the Declaration, the Plazas and any portion thereof as shown on the Condominium Map shall be available for use by persons from outside the Community over whom Declarant has no control. Declarant intends to and may (i) designate any portion of the Plazas for the exclusive use of one or more of the Commercial Units, or (ii) grant an easement over the Plazas to the Master Association and reserves the right to designate or grant the same, as appropriate, without consent or joinder of or notice to any Person. Such designation or grant by Declarant may include (y) rights to use exclusively or non-exclusively the janitor and/or electric closet in Building 1 for use in connection with Plaza maintenance and (z) the right to regulate the Commercial Restroom and the Commercial Use Guidelines. Pursuant to any designation of a portion of the Plazas for the exclusive use of one or more of the Commercial Units, such designated Commercial Unit(s) shall be responsible for the maintenance and upkeep of the Plazas which may be addressed through a license, lease, or by designating such area as a Limited Common Element of such designated Commercial Unit(s); provided however that such Commercial Unit(s) shall be responsible for customary maintenance similar to the standard of the surrounding areas. To the extent not designated for the exclusive use of any Commercial Unit(s), pursuant to any grant to the Master Association, the Master Association shall be responsible for the maintenance and upkeep of the Plazas as common areas of the Master Association and shall control uses within the Plazas. All cost of such upkeep may be assessed to the Commercial Units by the Master Association by way of Subdistrict Assessment to the Association and the Association is specifically permitted to assess such special assessments to the Commercial Units as if the Plazas were Limited Common Elements appurtenant to the Commercial Units. Use of the Plazas may cause noise, odors, vibrations, traffic and other disturbances that are objectionable by some people, and may adversely affect an Owner's use and enjoyment of their Unit. To the extent the Plazas are not designated for the exclusive use of any Commercial Unit(s), the Master Association may permit specified commercial uses with the Plazas and may license use of all or a portion of one or the other of the Plazas to Commercial Units.

(a) Improvements and Pests. Except as otherwise specifically provided in the Declaration, any Supplemental Declaration, or any agreement with the Association, the performance and cost of all maintenance and repair of each Limited Common Element, including, without limitation, any Private Yard Area, and all structures, parking areas, landscaping and other Improvements located on or within such Limited Common Element shall be the sole responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant. Each Owner shall maintain all Improvements, including landscaping upon or within such Owner's Private Yard Area, in a state of good condition and repair in accordance with the Declaration. Any Improvement shall comply with the County Ordinance 04-46, the Unilateral Agreement, any sight distance restrictions and the Design Guidelines. No Owner or

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occupant shall landscape or plant in any area controlled by the Association or otherwise interfere with the landscaping and maintenance of such landscaping as performed by the Association. No such Owner or occupant shall interfere in any manner with the proper and effective operation of the irrigation facilities, if any, located in or on such common areas or easement areas, including any automatic or electric timer system(s) associated with such facilities. Further, each Owner acknowledges and agrees that the Owner is responsible for the control of pests (termites, insects, rodents and the like) in or around the Owner's Unit and appurtenant Limited Common Element(s), including, without limitation, any Private Yard Areas and Improvements to the Private Yard Area. Notwithstanding anything to the contrary in the Declaration, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. Notwithstanding anything to the contrary contained in the Declaration, each Owner shall have and shall comply with each of those obligations specified in the Declarant's Limited Warranty and undertake each of those actions therein required to be taken by the Unit Owner.

24. **Maintenance**.

(a) Appearance of Improvements. Each Owner shall maintain the Unit, appurtenant Limited Common Elements, and the exterior appearance of the Improvements to their Private Yard Area in a neat and attractive manner, consistent with the surrounding areas in accordance with the provisions of the Declaration and the maintenance responsibilities set out in **Exhibit J-2** to the Declaration. Each Owner shall also be responsible for maintenance of the any and all split system air conditioning systems servicing the Owner's Unit (whether components therefor are located in the Owner's Private Yard Area, another Unit's Private Yard Area or in the common elements of the Community).

(b) Improper Maintenance and Use. In the event any portion of a Unit or Limited Common Element, including, without limitation, any Private Yard Area is so maintained as to present a public or private nuisance or an unreasonable condition (as determined by the Board) with respect to other Owners or occupants, or as to substantially detract from the appearance or quality of the surrounding Private Yard Areas or other areas of the Community, or in the event any portion of a Unit or Limited Common Element, including without limitation, any Private Yard Area is being used in a manner which violates the Declaration, the Community Rules or any applicable Supplemental Declaration, or in the event the Owner of a Unit is failing to perform any of such Owner's obligations under the Declaration, any applicable Supplemental Declaration or Community Rules, the Board may by resolution, make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto, give notice to the offending Owner that, unless corrective action is taken within ten (10) days, the Board may cause such action to be taken at the Owner's cost. If, at the expiration of said ten (10) day period of time, the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be a special assessment against the offending Owner and the Owner's Unit, secured by a special assessment lien enforceable in accordance with **Section K.1** and **Section O** of the Declaration.

25. **Design Guidelines**. Each Owner shall comply with the Design Guidelines, which include, without limitation, the Mehana Design Guidelines, the Supplemental Design Guidelines described in the Master Declaration and any supplemental architectural standards contained in the Community Rules.

26. **Grade of Private Yard Areas**. Each Owner shall maintain the grade and ground cover of the Owner's Private Yard Area so as to prevent soil erosion and, excessive water

run-off onto any neighboring Private Yard Area or Common Element, and the ponding of any water on the Private Yard Area. Such erosion and ponding may contribute to expansion or shrinking of soils underlying improvement and damage the area.

27. **Landscaping**.

(a) All Private Yard Areas shall be landscaped in accordance with plans that comply with the Declaration, the Master Declaration and the Design Guidelines and the Community Rules. Landscaping on all Private Yard Areas shall be maintained in a neat and attractive manner, consistent with any surrounding common areas and shall conform to any additional landscape maintenance standards established in the Design Guidelines and which may be established under the Declaration and the Master Declaration. The entire Private Yard Area must be landscaped within 90 days after Recordation of the Deed to Owner. In the event an Owner fails to landscape these areas on Owner's Private Yard Area within 100 days after Recordation of the Deed to the Owner's, either the Declarant or the Association may, at their respective option, perform all such clearing and landscape work and the Owner shall reimburse the Declarant or the Association, as the case may be, for the cost thereof upon demand together with interest thereon at the maximum rate allowed by law; provided, however, that the cost thereof does not exceed $5,000, exclusive of interest. All such sums expended shall be a special assessment lien on the Unit, subject to foreclosure in accordance with **Section K.1(c)** and **Section O** of the Declaration.

(b) Similarly, if after 30 days following written demand, the Owner fails to maintain, repair and/or restore, as the case may be, the landscaping on the Private Yard Area in a neat and attractive manner, the Declarant or the Association may at their respective option perform the work and shall be reimbursed therefor, together with the interest on amounts advanced to perform such work. Any sums not paid by the Owner on demand shall be a lien against the Unit, subject to foreclosure as herein permitted. In order to prevent possible termite damage to the Unit, Owner shall not (i) grow any plants or place any type of sprinkler or irrigation system within two (2) feet of the Unit, (ii) dig within two (2) feet of the Unit, (iii) construct any hardscape improvement (pavers, stepping stones, concrete and the like) that touch the Unit, without treating the ground beneath the improvement for termites, (iv) allow soil to touch any wooden part of the Home, or (v) leave wood, cardboard or other similar product on the ground near your Unit.

28. **Trees and Planting Strip Area**. Declarant may plant trees in Private Yard Areas or in the Common Elements within the Community and along the Community Access Drive(s) in the Community, including without limitation the planting strip between the curb and the sidewalk (the **"Planting Strip Area"**). No trees planted by Declarant shall be removed, changed or relocated without the prior written consent of Declarant and the County agency or agencies with jurisdiction thereover. The Association shall be responsible for the proper maintenance and care of any trees planted in any Planting Strip Area adjacent to the Community. Each Owner shall be responsible for the proper care and maintenance of any tree and/or landscaping planted in such Owner's Private Yard Area. Under no circumstances may the Association or any Owner alter the Planting Strip Area without written permission of the Board of Directors and Declarant. Each Owner is prohibited from altering, modifying, removing, or adding any tree to the Planting Strip Area and may not without limitation (i) fill in the ground area of the Planting Strip Area, (ii) pile building materials or equipment in the Planting Strip Area, (iii) poison any landscaping in the Planting Strip Area, (iv) post any signs or notices in the Planting Strip Area, or (v) damage any tree in the Planting Strip Area. County ordinance restricts the removal of trees growing in the Planting Strip Area and may restrict the alteration of any landscaping in the

Planting Strip Area, without first obtaining a permit from DPP, or in emergencies, the traffic engineer and the chief engineer of the County. Owners may not plant trees in the Planting Strip Area, landscape, or alter the landscaping in the Planting Strip Area without first obtaining an appropriate Street Tree Planting Permit from DPP and/or approval of the Declarant. The County may prohibit any person from injuring or destroying street trees in any manner, including but not limited to: (i) the filling in of the ground area around the tree; (ii) the piling of building materials or equipment which may injure the tree; (iii) poisoning the tree or parking strip area; (iv) the posting of any signs or notices on any tree; and (v) the damaging of any tree.

29. **Exterior Lighting**. Any exterior lighting used in any Private Yard Area shall be suitably dimmed, screened, shaded or diffracted so that no offensive glare from the light sources is visible from any neighboring Private Yard Area or from the street. Owners shall properly maintain any exterior lighting fixtures located within Owners' respective Private Yard Areas.

30. **Existing Drainage Facilities and Easements**. Neither the Association nor any Owner shall alter the existing drainage pattern within the Community or on any Private Yard Area, nor shall any Owner modify any existing drainage facility located on the Owner's Private Yard Area. Private Yard Area Owners shall be responsible for maintaining the existing drainage pattern within Owners' respective Private Yard Areas. The Owner of a Private Yard Area on which any drainage ditch facility or portion thereof is located shall be responsible, at the Owner's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on the Owner's Private Yard Area. The County shall be responsible for the maintenance of the underground drainage facilities located on a Private Yard Area, if any, which are constructed for the benefit of the County.

31. **Existing Fences and Walls**. Among the Improvements constructed by Declarant are various vinyl or aluminum fences and masonry or cementitious walls located within various Private Yard Areas or along Private Yard Area boundaries. The Owners may not remove or alter such fences or walls. The locations of the fences or walls shown on the Condominium Map are tentative and may be changed at any time, all without further notice to Owner. The final locations of the fences and walls will be shown on the Condominium Map filed with the "as built" statement.

32. **Future Additions and Alterations**. No Owner shall add to or alter any Improvement constructed by the Declarant, including the Units, without the prior written consent of the County Agency with jurisdiction thereover, DPP, the DRC and to the extent required hereunder the Board and/or the Commercial Use Committee. All Improvements constructed within the Private Yard Areas by an Owner shall conform with the requirements of the Declaration, the Master Declaration, and the Design Guidelines, if any, and the restrictions contained in the Declaration. Specifically, but without limitation, yard setbacks and the height of all Improvements on each Private Yard Area shall comply with any and all applicable zoning requirements, including, without limitation, any applicable requirements of the "Land Use" or "Zoning" or "Building" Ordinance for the County. In the event of a conflict between the Declaration, the Master Declaration, and the Design Guidelines, the more restrictive provision shall control. Before commencing any alterations of a Unit or Improvement in a Private Yard Area, the Owner shall deliver to the Association a copy of the DRC written approval of the same and applicable building permit.

33. **Right of Removal**. Any construction, alteration, or other work done in violation of the Declaration shall be deemed to be nonconforming. Upon written request from the Board,

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the Owner(s) shall, at his, her or their own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the altered area to substantially the same condition as existed prior to the nonconforming construction, alteration, or other work. Should an Owner fail to remove and restore as required in **Section J.11** of the Declaration, the Board or its designee(s) shall have the right to enter the Unit or Limited Common Element appurtenant thereto, including, without limitation, any Private Yard Area, remove the violation and restore the property to substantially the same condition as existed prior to the nonconforming construction, alteration or other work. The Owner shall be liable for all costs thereof together with interest thereon at the maximum rate allowed by law, and the Association shall have an assessment lien to secure the payment of such costs.

34. **Dispute Resolution**. All disputes among Unit Owners concerning the common or individual responsibility for items described in **Section J** of the Declaration shall first be reviewed by the Board or a committee thereof designated for that purpose and the Board's non-binding opinion may be accepted by the disputing parties. Any Owner dissatisfied with such non-binding opinion may thereafter resolve the matter pursuant to **Section T** of the Declaration.

35. **Restriction on Use**. An Owner shall not cause or permit any Hazardous Material to be generated, used, transported, stored or disposed of upon, in or about his or her Unit or the Common Elements, except in a manner that complies with all applicable Hazardous Materials Laws.

36. AS PREVIOUSLY STATED, THIS EXHIBIT CONTAINS AN ABBREVIATED SUMMARY OF SOME BUT NOT ALL OF THE USE RESTRICTIONS APPLICABLE TO THE COMMUNITY. **TO BE FULLY INFORMED REGARDING SUCH USE RESTRICTIONS, YOU MUST READ THE PERTINENT SECTIONS OF THE DECLARATION, BYLAWS AND COMMUNITY RULES IN THEIR ENTIRETY**.

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

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Section 1.12 -- Encumbrances Against Title

1. The terms and provisions contained in the Amended Document Listing Conditions and Pre-Conditions to ReClassification recorded November 21, 1989 as Land Court Document No. 1684751.

   Amended and Restated Document Listing Conditions to Reclassification recorded September 15, 1995 as Land Court Document No. 2260754.

   Document Listing Conditions of Order Modifying Conditions recorded September 15, 1995 as Land Court Document No. 2260756.

2. Grant of Easement utility purposes, in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, and Verizon Hawaii, Inc., a Hawaii corporation, recorded August 06, 2002 as Regular System Document No. 2829229.

3. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded November 19, 2004 as Land Court Document No. 3195643.

4. Terms, provisions, reservations, covenants, conditions and restrictions contained in the Trustee's Limited Warranty Deed with Covenants and Reservation of Rights recorded December 16, 2005 as Land Court Document No. 3368412.

   Assignment of rights recorded February 23, 2011 as Land Court Document No. 4051714.

5. Grant of Easement for transmission and distribution of electricity, in favor of Hawaiian Electric Company, Inc., a Hawaii corporation and Hawaiian Telcom, Inc., a Hawaii corporation, recorded February 01, 2008 as Land Court Document No. 3707463.

6. Easement 10863 (1,032 square feet, more or less), for landscaping purposes, shown on Map No. 1585 filed with Land Court Application No. 1069, as set forth by Land Court Order No. T-8415242, recorded January 15, 2013.

7. The terms and provisions contained in the Amended and Restated Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO) recorded October 14, 2014 as Land Court Document No. T-9052298.

8. Terms, provisions, reservations, covenants, conditions and restrictions, as contained in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Mehana at Kapolei recorded January 12, 2009 as Land Court Document No. 3818406, as amended by Land Court Document Nos. T-8219212, T-9202295, T-9235333, and T-9537211, as the same may be further amended, restated and/or supplemented.

   Supplemental declarations recorded as Land Court Document Nos. T-9072149, T-9284160, T-9389374, T-9395363, and T-9451293.

Notice of Partial Relinquishment of Rights for Mehana at Kapolei recorded November 06, 2015 as Regular System Document No. A-57880628.

Notice of Amendment to Declaration to Master Declaration of Covenants, Conditions, Restriction, and Easements for Mehana at Kapolei to Allow Electronic Communication recorded February 12, 2016 as Regular System Document No. A-58860729.

9. Terms and provisions contained in or incorporated by reference in the Declaration of Condominium Property Regime of Manawa at Mehana recorded September 16, 2015 as Land Court Document No. T-9389375, modified by Land Court Documents Nos. T-9506236, recorded January 11, 2016, T-9594274, recorded April 8, 2016, T-9640027, recorded May 24, 2016, and T-9667227, recorded June 20, 2016, as the same may be further amended, restated and/or supplemented.

10. Condominium Map No. 2299, as amended.

11. Bylaws of the Association of Unit Owners of Manawa at Mehana recorded as Land Court Document No. T-9389376, modified by Land Court Document No. T-9485230, recorded September 16, 2015, as the same may be further amended, restated and/or supplemented.

12. A Non-Exclusive Grant of Easement (Manawa at Mehana) for utility purposes, in favor of Time Warner Cable Enterprises LLC, a Delaware-based limited liability company, recorded December 14, 2015 as Land Court Document No. T-9478187.

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

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

The County's zoning designation for the Community is AMX-2 (Medium Density Apartment Mixed Use District with a 45-foot height limit) for certain Live-Work Units and BMX-3 (Community Business Mixed Use District with a 45-foot height limit for Commercial Units, Retail Commercial Units, and certain Live-Work Units and properties surrounding the Community are zoned for mixed residential and commercial uses and have other differing zoning designations. The following uses are permitted subject to approval by the Commercial Use Committee as detailed in the Declaration or are prohibited where indicated:

I. PERMITTED COMMERCIAL USES - LIVE-WORK UNITS A102/A102R, A104R, B102/B102R, B104/B104R

The following commercial uses may be generally appropriate for the Community. This list is used for illustrative purposes only, and the fact that a commercial use is included herein does not create a right in favor of any Owner to undertake a particular commercial use. Notwithstanding anything else in the Declaration to the contrary, all commercial uses must be approved in advance by the Commercial Use Committee, which may approve or disapprove commercial uses in the Community in its sole discretion and secure the necessary governmental approval as provided in the Commercial Use Guidelines. Certain identified uses are subject to limitations specified in the Master Declaration and may be undertaken only with written consent of Declarant.

1. **Convenience Store** means a small retail establishment intended to serve the daily or frequent needs of the surrounding population. Included are grocery stores, drug stores and variety stores. Excluded are automobile service stations, repair establishments and drive thru eating and drinking establishments.

2. **Dance School or Music School** means an establishment where instruction in dance or music is provided to students for a fee. Establishments where instruction is accessory to cabarets, nightclubs or dancehalls are not included in this definition. Dance or music school may only operate between the hours of 8:00 a.m. and 10:00 p.m.

3. **Eating Establishment**

4. **Financial Institution** means those establishments which provide a full range of traditional banking services on the premises, such as savings and checking accounts, loans, safety deposits, fund transfers, trust functions and investments (e.g., certificates of deposit, savings bonds, annuities). This term includes only banks, credit unions, and savings and loan institutions. This term does not include those establishments, such as loan processing companies, accounting firms and other bookkeeping services, investment brokers, insurance offices, title transfer companies, pawn shops, and "pay-day" check-cashing or personal finance institutions, which are principally involved in providing a limited range of financial services or products on the premises.

5. **Home Occupations**

6. **Medical Clinic** means an office building or group of offices for persons engaged in the practice of a medical or dental profession or occupation. A medical clinic does not have beds

for overnight care of patients but can involve the treatment of outpatients, excluding oncology, or anything treatment emitting radiation. A "medical profession or occupation" is any activity involving the diagnosis, cure, treatment, mitigation or prevention of disease or which affects any bodily function or structure. No emergency services are permitted.

7. **Personal Services** means establishments which offer specialized goods and services purchased frequently by the consumer. They include barbershops, beauty shops, garment repair, laundry cleaning, pressing, dyeing, tailoring, shoe repair and other similar establishments. The term also includes commercial wedding chapels and services.

II. PERMITTED COMMERCIAL USES - COMMERCIAL UNITS 307(C), 308(C), 607(C), 608(C) AND LIVE-WORK UNITS A105/A105R, B105/B105R

The following commercial uses may be generally appropriate for the Community. This list is used for illustrative purposes only, and the fact that a commercial use is included herein does not create a right in favor of any Owner to undertake a particular commercial use. Notwithstanding anything else in the Declaration to the contrary, all commercial uses must be approved in advance by the Commercial Use Committee, which may approve or disapprove commercial uses in the Community in its sole discretion and secure the necessary governmental approval as provided in the Commercial Use Guidelines. Certain identified uses are subject to limitations specified in the Master Declaration and may be undertaken only with written consent of Declarant.

1. **Business Services** means establishments which primarily provide goods and services to other businesses, including but not limited to minor job printing, duplicating, binding and photographic processing, office security, maintenance and custodial services, and office equipment and machinery sales, rentals and repairing.

2. **Convenience Store** means a small retail establishment intended to serve the daily or frequent needs of the surrounding population. Included are grocery stores, drug stores and variety stores. Excluded are automobile service stations, repair establishments and drive thru eating and drinking establishments.

3. **Dance School or Music School** means an establishment where instruction in dance or music is provided to students for a fee. This use is subject to the Master Declaration. Establishments where instruction is accessory to cabarets, nightclubs or dancehalls are not included in this definition.

4. **Eating Establishments**

5. **Financial Institutions** means those establishments which provide a full range of traditional banking services on the premises, such as savings and checking accounts, loans, safety deposits, fund transfers, trust functions and investments (e.g., certificates of deposit, savings bonds, annuities). This term includes only banks, credit unions, and savings and loan institutions. This term does not include those establishments, such as loan processing companies, accounting firms and other bookkeeping services, investment brokers, insurance offices, title transfer companies, pawn shops, and "pay-day" check-cashing or personal finance institutions, which are principally involved in providing a limited range of financial services or products on the premises.

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6. **Home Occupations**, but only applicable to Live-Work Units A105/A105R, B105/B105R

7. **Medical Clinics** means an office building or group of offices for persons engaged in the practice of a medical or dental profession or occupation. A medical clinic does not have beds for overnight care of patients but can involve the treatment of outpatients, excluding oncology, or anything treatment emitting radiation. A "medical profession or occupation" is any activity involving the diagnosis, cure, treatment, mitigation or prevention of disease or which affects any bodily function or structure. No emergency services are permitted.

8. **Neighborhood Grocery Stores** means small retail establishments which provide a variety of goods to the surrounding community, typically known as "mom and pop" grocery stores, excluding drive thru facilities. These establishments are located in country, residential, apartment, industrial or agricultural zoning districts and were nonconforming uses prior to the adoption of Land Use Ordinance Chapter 21, but shall be permitted under the provisions of Land Use Ordinance Chapter 21.

9. **Office Buildings** limited to office use.

10. **Personal Services** means establishments which offer specialized goods and services purchased frequently by the consumer, including barbershops, beauty shops, garment repair, laundry cleaning, pressing, dyeing, tailoring, shoe repair and other similar establishments. The term also includes commercial wedding chapels and services.

11. **Photography Studios** with no processing of chemicals.

12. **Real Estate Offices** as limited by the Declaration.

13. **Retail Establishments** means the sale of commodities or goods to the consumer and may include display rooms and incidental manufacturing of goods for retail sale on premises only. Typical retail establishments include grocery and specialty food stores, general department stores, drug and pharmaceutical stores, hardware stores, pet shops, appliance and apparel stores, motorized scooter and bicycle sales and rentals, and other similar retail activities. The term also includes establishments where food or drink is sold on premises.

14. **Travel Agencies** means an establishment that acts or attempts to act as an intermediary between a person seeking to purchase and a person seeking to sell travel services. Typical travel services include transportation by air, sea, or rail; related group transportation; hotel accommodations; or package tours; or package tours, whether offered on a wholesale or retail basis.

15. **Art Galleries and Museums**

16. **Colleges, Business.** This use is subject to the written consent of the Declarant.

17. **Meeting Facilities** means permanent facilities for recreational, social or multipurpose use. These may be for organizations operating on a membership basis for the promotion of members' mutual interests or may be primarily intended for community purposes. Typical uses include private clubs, union halls, community centers, religious facilities such as churches, temples and synagogues and student centers. This use is subject to the Master Declaration.

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18. **Public Use and Structures** means uses conducted by or structures owned or managed by the Federal Government, the State of Hawaii or the City and County of Honolulu to fulfill a governmental function, activity or service for public benefit and in accordance with public policy. Excluded are uses which are not purely a function, activity or service of government and structures leased by government to private entrepreneurs or to nonprofit organizations. Typical public uses and structures include: libraries, base yards, satellite city halls, public schools and post offices.

19. **Schools, Business**

20. **Schools, Language**

21. **Schools, Vocational,** which do not Involve the operation of woodwork shops, machine shops or other similar features. This use is only applicable to Commercial Units 307(C), 308(C), 607(C), 608(C) and only with the written consent of Declarant.

III. PERMITTED COMMERCIAL USES - RETAIL COMMERCIAL UNITS 101(C), 102(C), 103(C), 104(C), 201(C), 202(C), 203(C), 204(C)

The following commercial uses may be generally appropriate for the Community. This list is used for illustrative purposes only, and the fact that a commercial use is included herein does not create a right in favor of any Owner to undertake a particular commercial use. Notwithstanding anything else in the Declaration to the contrary, all commercial uses must be approved in advance by the Commercial Use Committee, which may approve or disapprove commercial uses in the Community in its sole discretion and secure the necessary governmental approval as provided in the Commercial Use Guidelines. Certain identified uses are subject to limitations specified in the Master Declaration and may be undertaken only with written consent of Declarant.

1. **Amusement and Recreation Facilities, Indoor** "Indoor amusement and recreation facilities" means establishments providing indoor amusement or recreation. Typical uses include: martial art studios, billiard and pool halls; electronic and coin operated game rooms; bowling alleys; skating rinks; reducing salon, health and fitness establishments; indoor tennis, handball and racquetball courts; auditoriums, indoor archery and shooting ranges, and gymnasiums and gymnastic schools. This use is subject to the Master Declaration.

2. **Business Services** means establishments which primarily provide goods and services to other businesses, including but not limited to minor job printing, duplicating, binding and photographic processing, office security, maintenance and custodial services, and office equipment and machinery sales, rentals and repairing.

3. **Catering Establishments** means establishments primarily involved in the preparation and transfer of finished food products for immediate consumption upon delivery to off-premises destinations including, but not necessarily limited to, hotels, restaurants, airlines and social events.

4. **Convenience Store** means a small retail establishment intended to serve the daily or frequent needs of the surrounding population. Included are grocery stores, drug stores and variety stores. Excluded are automobile service stations, repair establishments and drive thru eating and drinking establishments.

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5. **Dance School or Music School** means an establishment where instruction in dance or music is provided to students for a fee. This use is subject to the Master Declaration. Establishments where instruction is accessory to cabarets, nightclubs or dancehalls are not included in this definition. Dance or music school may only operate between the hours of 8:00 a.m. and 10:00 p.m.

6. **Eating Establishment**

7. **Financial Institution** means those establishments which provide a full range of traditional banking services on the premises, such as savings and checking accounts, loans, safety deposits, fund transfers, trust functions and investments (e.g., certificates of deposit, savings bonds, annuities). This term includes only banks, credit unions, and savings and loan institutions. This term does not include those establishments, such as loan processing companies, accounting firms and other bookkeeping services, investment brokers, insurance offices, title transfer companies, pawn shops, and "pay-day" check-cashing or personal finance institutions, which are principally involved in providing a limited range of financial services or products on the premises.

8. **Laboratories, Medical.** This use is subject to the written consent of the Declarant.

9. **Medical Clinic** means an office building or group of offices for persons engaged in the practice of a medical or dental profession or occupation. A medical clinic does not have beds for overnight care of patients but can involve the treatment of outpatients, excluding oncology, or anything treatment emitting radiation. A "medical profession or occupation" is any activity involving the diagnosis, cure, treatment, mitigation or prevention of disease or which affects any bodily function or structure. No emergency services are permitted.

10. **Neighborhood Grocery Stores** means small retail establishments which provide a variety of goods to the surrounding community, typically known as "mom and pop" grocery stores, excluding drive thru facilities. These establishments are located in country, residential, apartment, industrial or agricultural zoning districts and were nonconforming uses prior to the adoption of Land Use Ordinance Chapter 21, but shall be permitted under the provisions of Land Use Ordinance Chapter 21.

11. **Office Buildings** limited to office use only.

12. **Personal Services** means establishments which offer specialized goods and services purchased frequently by the consumer. They include barbershops, beauty shops, garment repair, laundry cleaning, pressing, dyeing, tailoring, shoe repair and other similar establishments. The term also includes commercial wedding chapels and services.

13. **Photography Studios** with no processing of chemicals.

14. **Real Estate Offices** as limited by the Declaration.

15. **Retail Establishments** means the sale of commodities or goods to the consumer and may include display rooms and incidental manufacturing of goods for retail sale on premises only. Typical retail establishments include grocery and specialty food stores, general department stores, drug and pharmaceutical stores, hardware stores, pet shops, appliance and

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apparel stores, motorized scooter and bicycle sales and rentals, and other similar retail activities. The term also includes establishments where food or drink is sold on premises.

16. **Travel Agencies** means an establishment that acts or attempts to act as an intermediary between a person seeking to purchase and a person seeking to sell travel services. Typical travel services include transportation by air, sea, or rail; related group transportation; hotel accommodations; or package tours; or package tours, whether offered on a wholesale or retail basis.

17. **Veterinary Establishments.** This use is subject to the Master Declaration.

18. **Art Galleries and Museums**

19. **Day-Care Facilities** means an establishment where seven or more persons who are not members of the family occupying the premises are cared for on an intermittent basis. The term includes day nurseries, preschools, kindergartens and adult day care.

20. **Colleges, Business.** This use is subject to the written consent of the Declarant.

21. **Meeting Facilities** means permanent facilities for recreational, social or multipurpose use. These may before organizations operating on a membership basis for the promotion of members' mutual interests or may be primarily intended for community purposes. Typical uses include private clubs, union halls, community centers, religious facilities such as churches, temples and synagogues and student centers. This use is subject to the Master Declaration.

22. **Public Uses and Structures** means uses conducted by or structures owned or managed by the Federal Government, the State of Hawaii or the City and County of Honolulu to fulfill a governmental function, activity or service for public benefit and in accordance with public policy. Excluded are uses which are not purely a function, activity or service of government and structures leased by government to private entrepreneurs or to nonprofit organizations. Typical public uses and structures include: libraries, base yards, satellite city halls, public schools and post offices.

23. **Schools, Business**

24. **Schools, Language**

25. **Schools, Vocational,** which do not Involve the operation of woodwork shops, machine shops or other similar features.

THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE USES PERMITTED BY ZONING AND ZONING COMPLIANCE MATTERS CONTAINED IN THE DECLARATION, BY LAWS, CONDOMINIUM MAP, COMMUNITY RULES AND OTHER CONDOMINIUM DOCUMENTS WHILE A PURCHASER CAN USE THIS AS A GENERAL SUMMARY, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE COMMUNITY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS EXHIBIT AND THE DECLARATION, BYLAWS, CONDOMINIUM MAP, COMMUNITY RULES OR OTHER DOCUMENTS OF THE COMMUNITY, SUCH

DOCUMENTS WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

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Section 3.5 -- Changes to the Condominium Documents

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

1. **Amendment of Declaration by Unit Owners**. Except as otherwise expressly provided in the Declaration, including without limitation **Section R.6** of the Declaration or in the Act, the Declaration may be amended by the affirmative vote or written consent of not less than seventy-five percent (75%) of the Unit Owners at a meeting of the Association called for that purpose, and effective only upon the Recording of an instrument setting forth such amendment and vote, duly executed by two (2) officers of the Association as provided in the Bylaws; provided, however, that, except as otherwise expressly provided in the Declaration or in the Act, the approval of holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such holders are allocated, together with such other approval requirements as set forth in Section R.1 of the Declaration, shall be required to materially amend any provision of the Declaration, or to add any material provisions hereto, which establish, provide for, govern or regulate any of the following:

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

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

(c) Partition or subdivide any Unit;

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

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

(f) Amend any provision of the Declaration or the Bylaws that materially and adversely affect mortgagees, provided, however, that this subsection shall not apply to any actions taken pursuant to rights expressly reserved to Declarant in the Community Documents.

Any amendment to the Declaration on behalf of the Association, shall be signed by such officer or officers as shall be provided by general or special resolution of the Board or, in the absence of any resolution applicable to such instrument, by the President and Vice President, or by the President or the Vice President and the Treasurer or the Secretary.

2. **Amendment of Declaration by Declarant**.

(a) Any provision of **Section R** of the Declaration to the contrary notwithstanding, unless some other period is expressly provided, until the last of the Recording of Unit conveyances or agreements of sale with respect to all of the Units in the Community in favor of persons other than Declarant, Declarant may amend the Declaration, the Bylaws and/or the Condominium Map, without the approval, consent or joinder of, or notice to, any person or

group of persons, including the Association, any Unit Owner or any mortgagee, lienholder, Unit purchaser or any other person who may have an interest in the Community, to correct typographical or mathematical errors and to make such amendments as may be required by law, by the Real Estate Commission of the State of Hawaii, by any title insurance company issuing a title insurance policy on the Community or any of the Units, by any institutional lender lending funds on the security of the Community or any of the Units, or by any governmental agency (including without limitation the VA, HUD, FHA, FNMA and/or FHLMC) or as otherwise required by Declarant (including specifically without limitation the right to alter, adjust, or reassign guest parking stalls, retrofit adaptable parking stalls and limit the use thereof, and to change covered and uncovered parking stalls); provided, however, that, except as otherwise provided herein, no such amendment which would change the common interest appurtenant to a Unit or substantially change the design, location or size of a Unit or the building in which it is located shall be made without the consent to such amendment by all persons having an ownership interest in such Unit.

(b) Any provision of **Section R.2.** of the Declaration to the contrary notwithstanding, Declarant may amend the Declaration (and when appropriate the Condominium Map) as provided in **Section E, Section N** or otherwise in the Declaration without the approval, consent or joinder of, or notice to, any person or group of persons, including the Association, any Unit Owner or any mortgagee, lienholder, or any other person who may have an interest in the Community or in any Unit.

3. **Amendment of Declaration by Declarant to File an As Built Certificate**. Any provision of **Section R** of the Declaration to the contrary notwithstanding, Declarant may amend the Declaration (and when appropriate the Condominium Map) without the approval, consent or joinder of, or notice to, any person or group of persons, including the Association, any Unit Owner or any mortgagee, lienholder, Unit purchaser or any other person who may have an interest in the Community or in any Unit, to file a verified statement of the Declarant, a registered architect, or a professional engineer certifying that the final Recorded Condominium Map fully and accurately depicts the layout, location, house numbers and dimensions of the Units, as built, or that any revised plans being filed simultaneously with the amendment involve only immaterial changes to the layout, location and dimensions of the Units as built or any change in any house number, or such other changes as Declarant is permitted to make pursuant to the Declaration.

4. **Amendment of the Declaration Regarding Parking Stall Assignments**. Notwithstanding anything to the contrary herein contained, Declarant may amend the Declaration (and when appropriate the Condominium Map) without the approval, consent or joinder of, or notice to, any person or group of persons, including the Association, any Unit Owner or any mortgagee, lienholder, Unit purchaser or any other person who may have an interest in the Community or in any Unit in any manner required to retrofit guest parking stalls so they are suited for use by persons with disabilities and to license and/or assign such retrofitted stalls or existing guest stalls designated for use by persons with disabilities as appurtenant Limited Common Elements to any one or more of the units intended for use by persons with disabilities upon substitution therefor of alternate guest parking stall(s). Declarant further reserves the right to terminate any license or reassign any guest stalls designated for use by persons with disabilities after such use is no longer needed upon transfer of ownership of Owner's Unit. Such reassignment is hereby specifically declared not to constitute a material amendment of the Declaration or Condominium Map. All costs of such reassignment shall be borne as determined by Declarant. Notwithstanding the foregoing, Declarant also reserves the right to interchange guest parking stalls and the handicap guest parking stall with other parking

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stalls in the control of Declarant as owner of a Unit to accommodate Unit owners in need of such.

5. **Votes Required**. Any provision of **Section R.5.** of the Declaration to the contrary notwithstanding, any amendment affecting any provision of the Declaration which is for the express benefit of holders or insurers of first mortgages on Units shall require the approval of holders of first mortgages on Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by such holders are allocated, together with such other approval requirements as set forth in this Section and in **Section R.5** of the Declaration. Except to the extent such rights are specifically reserved by the Declarant under the Declaration, any holder, insurer, or guarantor of a first mortgage of a Unit whose interest appears in the record of ownership or who has otherwise delivered a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the House number) shall be entitled to:

(a) Prior written notice of any proposed amendment by the Association to the Declaration or these Bylaws effecting a change in (1) the boundaries of a Unit, (2) the common interest pertaining to the Unit, or (3) the purposes to which the Unit, the Limited Common Elements appurtenant thereto, or the Common Elements are restricted;

(b) Prior written notice of any proposed termination of the Community;

(c) Timely written notice of any actual or threatened condemnation or eminent domain proceeding or casualty loss affecting the Property or any portion thereof;

(d) Timely written notice of any significant damage or destruction to the Common Elements or to a Unit on which there is a first mortgage held, insured, or guaranteed by such holder which results in a loss greater than ten percent (10%) of the annual Association budget;

(e) A copy of any bond required to be posted before commencing or permitting construction of any Improvements on or to the Property;

(f) Timely written notice of all meetings of the Association (the holder or insurer of a first mortgage being permitted to designate a representative to attend all such meetings);

(g) Notice of any default by the Owner of the Unit involved which is not cured within sixty days;

(h) Upon request therefore, a certificate of any then unpaid assessments for common expenses due from the Owner of the Unit involved, as provided in Section 6.13 of the Bylaws;

(i) A copy of all pleadings filed in any lawsuit, administrative proceedings, or other action affecting the Property, or any portion thereof, upon specific written request and at such Person's expense;

(j) Prior written notice of any proposal by the Association to subdivide, encumber, sell, or transfer the Common Elements or any part thereof, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of

the Common Elements by the Community shall not be deemed a transfer within the meaning of this subsection;

(k) Prior written notice of a lapse, cancellation, or material modification of any insurance policy maintained by the Association;

(l) Prior written notice of any proposed action that requires the consent of a specified percentage of mortgagees;

(m) In the event provisions requiring the use of a professional management company are removed from the Declaration or the Bylaws, a majority of mortgagees shall have the right to demand that the Association use professional management; and

(n) In the event provisions requiring an annual audit of the Association's financial records are removed from the Declaration or the Bylaws, a majority of mortgagees shall have the right to demand an audit of the Association's financial records.

6. **No Impairment or Diminishment of Declarant's Rights**. Any provision of the Declaration to the contrary notwithstanding, and in addition to such other approval requirements as are set forth in **Section R** of the Declaration, to the extent permitted by Section 514B-106(d) of the Act, the prior written approval of Declarant is required before any amendment which would impair or diminish the rights of Declarant to complete the Property or sell or lease Units therein in accordance with the Declaration shall become effective. Notwithstanding any other provisions of the Declaration, until such time as Declarant no longer owns any Unit in the Community and for a period of five (5) years thereafter, the following actions, before being undertaken by the Association, shall first be approved in writing by Declarant:

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

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

(c) Reduction in Services. Subject to any restrictions contained in the Bylaws regarding limitations on general assessment increases, any significant reduction of Association maintenance or other services;

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

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

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

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

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

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

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

Amendment to Bylaws:

Pursuant to **Section 11.2** of the Bylaws, the Bylaws may be amended in any respect not inconsistent with law or the Declaration by the affirmative vote or written consent of not less than sixty-seven percent (67%) of the Owners.

Until such time as the Declarant has turned over administration of the Community to the Association, Declarant shall have the right to amend the Bylaws without the approval, consent or joinder of, or notice to, any person or group of persons, including the Association, any Unit Owner or any mortgagee, lienholder, Unit purchaser or any other person who may have an interest in the Community.

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

EXHIBIT O

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

THIS EXHIBIT CONTAINS AN ABBREVIATED SUMMARY OF SOME BUT NOT ALL OF THE RIGHTS RESERVED TO MAKE CHANGES TO THE CONDOMINIUM PROJECT OR CONDOMINIUM DOCUMENTS. **TO BE FULLY INFORMED REGARDING SUCH RESERVED RIGHTS, YOU MUST READ THE PERTINENT SECTIONS OF THE DECLARATION, BYLAWS AND COMMUNITY RULES IN THEIR ENTIRETY**. THE RIGHTS RESERVED TO MAKE CHANGES TO THE CONDOMINIUM PROJECT OR CONDOMINIUM DOCUMENTS MAY AFFECT THE USE AND ENJOYMENT OF YOUR UNIT.

The rights reserved in this Section and **Section E** of the Declaration are intended to permit Declarant to complete the development and sale of the Units, as contemplated by the Declaration and as shown on the Condominium Map. Except as otherwise provided herein, the rights reserved in this Section and **Section E** of the Declaration shall terminate upon the closing and Recordation of the last Declarant owned Unit in the Community. In addition to the easements established as Limited Common Elements and any easements and reserved rights described in **Exhibit D-1** attached to the Declaration or elsewhere in the Declaration, the Units and the Land, excluding only lands withdrawn by Declarant from the Declaration, and other Common Elements shall have and be subject to the following easements and reserved rights of Declarant:

1. **Easement Rights Exercisable by Declarant**. Declarant shall have the right to designate, grant, convey, transfer, cancel, relocate and otherwise deal with any easements over, under, across or through the Common Elements of the Community, the Private Yard Areas and the Community Access Drive(s) as shown on the Condominium Map for any reasonable purpose, which may include, but shall not be limited to, those purposes which are necessary for the operation, care, upkeep, maintenance or repair of any Unit, the Common Elements or any easements for utilities or for any public purpose.

2. **Declarant's Reserved Rights Concerning Easements**. Declarant reserves a present easement over the whole of the Land, and Common Elements together with the right for itself and its successors and assigns, to designate, grant, convey, transfer, cancel, relocate, reserve or otherwise deal with any easements, licenses, and rights of way (for purposes which are necessary for the operation, care, upkeep, maintenance or repair of any Unit, the Common Elements or any easements for utilities or for any public purpose) at any time.

3. **Declarant's Reserved Right and Easement to Conduct Extensive Sales Activities**. Declarant, and its agents, successors, mortgagees and assigns, shall for the benefit of the Mehana Community have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any Unit owned by Declarant (and any other Unit, with the express permission of the Owner of such Unit) and the Common Elements (excluding Limited Common Elements appurtenant to other Units) for model units, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities. Declarant's sales activities may include one or more sales offices for other portions of the Mehana Community.

4. **Declarant's Easements for Development, Construction, and Sale**. Declarant and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall

have an easement over, under and upon the Community and each and any portion of the Community and any Unit or Private Yard Area to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other Improvement to the Community.

5. **Declarant's Reserved Right Regarding Licenses and Permits**. Declarant shall have the reserved right, without the approval, consent or joinder of, and without notice to, the Association, any purchaser or Owner of any Unit, or any other party with any interest in the Unit (including any tenant), which may be exercised as herein provided or as provided in **Section X.1** of the Declaration to (a) amend any of the Community Documents, including, without limitation, the Declaration, (b) enter into any agreements, including, without limitation, to declare and subject the Land and Improvements to restrictive covenants, (c) designate one or more areas and/or to record against the Land of the Community an agreement with the Department of Land and Natural Resources of the State of Hawaii ("**DLNR**") for purposes of addressing the preservation, location and/or relocation of any burial or historic sites or artifacts found during development of the Community and protected under the laws of the State of Hawaii, (d) designate and grant easements, (e) secure any other governmental permits, and (f) do all things necessary and convenient to satisfy, alter or amend the requirements of any land use or other permits pertaining to the Community.

6. **Declarant's Reserved Right to Permit Different Use of Units**.

(a) Declarant reserves the right to change the designation and use (for a term of years or such period as Declarant elects, in its sole discretion) of any Live-Work Units and the Limited Common Elements appurtenant thereto to Designated Commercial Live-Work Units such that they may be used wholly as one or more Commercial Units, with or without prejudice to the Owner of such Live-Work Unit to use the Unit as a Residential Unit or a Live-Work Unit having mixed commercial and residential uses; provided such designation by Declarant shall in no event cause the total Net Living/Floor Area available for Commercial Use within the Community to exceed twenty-five percent (25%) of the total Net Living/Floor Area of all Units in the Community.

(b) Declarant reserves the right to change the designation and use of any Live-Work Unit and the Limited Common Elements appurtenant to such Unit to permit mixed commercial and residential uses within such Unit; provided such designation by Declarant shall in no event cause the total Net Living/Floor Area available for Commercial Use within the Community to exceed twenty-five percent (25%) of the total Net Living/Floor Area of all Units in the Community. All Live-Work Units are initially designated for residential use as Residential Units. Declarant contemplates that in connection with the initial transfer by Deed of such Units, each Live–Work Unit may be designated for mixed residential and commercial uses as limited by the Declaration pursuant to a Conversion Declaration. Following Recordation of a Conversion Declaration, each such Live-Work Unit covered by a Conversion Declaration may be used for long-term residential use on a portion of the ground floor and the entire second floor of such Units and for commercial purposes on a portion of the ground floor as specified in and limited by the Declaration or the Conversion Declaration.

7. **Declarant's Reserved Right to Transfer Property to the Association**. Declarant reserves the right, without joinder or consent of any Person, to designate real and personal property as Common Elements of the Community and to transfer the same to the Association. The Association shall accept title to real property, including Improvements thereon,

EXHIBIT O

and personal property transferred to the Association by Declarant, together with the responsibility to perform any and all duties associated therewith, which, upon conveyance or dedication to the Association, the Association shall maintain at its expense for the benefit of the Owners as provided in the Declaration.

8. **Declarant's Reserved Rights Regarding Modifications, Alterations and Repairs**. Declarant shall have the absolute right to modify the Community (and to amend the Declaration and the Condominium Map accordingly): (1) to change the configuration of, alter the number of rooms of, decrease or increase the size of, or change the location of any building or Unit (and the Limited Common Elements appurtenant thereto) in the Community which is not Sold and Recorded; (2) to change the overall "product mix" (e.g., change the Unit types or change the configuration of Unit built on a particular floor of a building); (3) to change Unit or parking stall numbering, which can have the impact of altering a Unit's mailing address; (4) to alter the Common Elements to create Limited Common Element(s) benefitting a single or more than one Unit (inclusive of Private Yard Areas); (5) to alter the Common Elements or the Limited Common Elements to convert the same into a Unit or for any purpose benefitting one or more Units, including without limitation by creating, expanding or reducing lanais, fenced areas, gates, pathways and sidewalks, utility placement locations; (6) to alter the Plazas to permit exclusive use of all or a portion thereof on a temporary basis or designate all or any portion of the Plazas as Limited Common Element(s) for the exclusive use of one or more Commercial Units; and (7) to make other alterations in the Community which make minor changes in any Unit in the Community or in the Common Elements and/or Limited Common Elements that do not affect the physical location, design or size of any Unit that has been Sold and Recorded.

9. **Declarant's Reserved Right Regarding Alterations and Transfers of Common Interest**. Declarant reserves and shall have the right to alter the common interest and easements appurtenant to each Unit, which otherwise shall have a permanent character, as noted in **Section E.15** of the Declaration. The common interest, voting rights and easements appurtenant to each Unit may be altered (diminished or increased) by a Recorded amendment to the Declaration: (a) as may be determined necessary by Declarant, without the consent of any party, to correct typographical or mathematical errors in the statement of such common interests, (b) filed by Declarant, without the joinder or consent of any party, upon the alteration of the Community as permitted pursuant to the Declaration, including without limitation Section E of the Declaration, and/or (c) upon the action or consent of all Owners of Units affected thereby, and the consent of the holders of any mortgage affecting such Units as shown in the Association's records of ownership, or who have given the Board notice of their interest.

10. **Declarant's Reserved Right to Change Parking Stall Types and to Change Unit Numbering or Other Designations**. Declarant reserves the right, without being required to obtain the consent or joinder of, or provide notice to, any person or group of persons, including the Association, any Unit Owner or any mortgagee, lien holder, Unit purchaser or any other person who may have an interest in the Community or in any Unit, and notwithstanding the sale of a Unit provided the conveyance therefor have not been Recorded, (a) to assign two or more parking stalls to each Residential and Live-Work Unit and at least one or more parking stalls to each Commercial Unit in an amendment or supplement to the Declaration, (b) to change the designation of compact and standard sized parking stalls, (c) to designate electric vehicle ("**EV**") parking stalls and pre-plumb such stalls to ready for installation of an EV system, (d) to change covered and uncovered parking stalls from that depicted on the Condominium Map, (d) to relocate or renumber parking stalls, (e) to reassign parking stalls designated as Limited Common Elements appurtenant to a Unit provided such Unit shall have assigned to it not less than one (1) parking stall, and (f) to amend the Declaration and Condominium Map as

EXHIBIT O

necessary or convenient to describe such changes. Any parking stall designated on the Condominium Map as a standard sized parking stall may be constructed as a compact size parking stall or vice versa.

11. **Declarant's Reserved Right to Change Construction Increments**. Any other provision in the Declaration to the contrary notwithstanding, the Declarant shall have the right (but shall not be obligated) at its sole discretion under **Section E.17.** of the Declaration, without being required to obtain the consent or joinder of, or provide notice to, any person or group of persons, including the Association, any Unit Owner or any mortgagee, lien holder, Unit purchaser or any other person who may have an interest in the Community or in any Unit to develop, construct, transfer, convey and/or sell the Units hereunder in legal phases or Increments on a building by building basis, or to abandon and not develop or construct such Increments as Declarant may determine in its sole and absolute discretion. The Community consists of those Units described in **Exhibit D-2** to the Declaration to be developed. Declarant intends to develop the entire Community and shall develop the Community in no more than twelve (12) Increments and shall proceed initially with only the development of Increment 1 which is anticipated to include Building 8 (Units 801 to 806) and will proceed with development of future Increments, provided, however, Declarant reserves the right to construct the Community in one (1) or more Increments in Declarant's sole discretion.

12. **Declarant's Reserved Right to Alter Common Elements and Limited Common Elements**. The Declarant, its contractors, subcontractors, licensees, mortgagees and assigns, and their respective employees and agents, shall have the right and an easement in favor of the Declarant and its successors and assigns is hereby granted, at any time and from time to time, to enter upon, use, remove, replace, add to, or otherwise alter the Common Elements and the Limited Common Elements of the Community and to do all things reasonably necessary, desirable or useful for designing, developing, constructing or completing any additional Increment to the Community, connecting any such additional Increment to the Community Access Drive(s) and utility installations of the Community, and selling the Units contained within any such additional Increment, including, but not limited to, the right to consolidate any parcel(s) of land covered hereby with any other parcel(s) of land in connection with the addition of an Increment.

13. **Amendment to Declaration and Condominium Map**. Declarant shall have the absolute right, notwithstanding the lease, sale, or conveyance of any Unit and without being required to obtain the consent or joinder of or provide notice to any Unit Owner, lien holder, or other persons, to amend the Declaration and the Condominium Map as necessary or convenient to describe any new Improvements constructed on the Property in accordance with the Declaration and to make such amendments to the Declaration as are appropriate in accordance with **Section E** of the Declaration.

14. **Assignment of Declarant's Rights**. The rights of the Declarant under Section E of the Declaration shall extend to the Declarant and its respective successors and assigns. Without limitation of the foregoing, Declarant may, by Recorded instruments or by Supplemental Declaration, assign or partially assign, while retaining equivalent rights to Declarant, to any assignee, including without limitation the Association, any one or more of the rights and easements reserved to Declarant under **Section E** of the Declaration and its subparts (or otherwise reserved to Declarant in the Declaration).

15. **Declarant's Reserved Rights Under the Unilateral Agreement**. Declarant hereby reserves on behalf of itself and its respective officers, agents, employees, successors,

and assigns, without the consent or joinder of or notice to any Unit Owner or their respective mortgagees, all and privileges necessary to perform those actions reserved under that certain Unilateral Agreement, including but not limited to the right to establish, create and improve parks and pedestrian and bike paths as shown on the Updated Preliminary Land Use Plan dated August 19, 2004 (Exhibit B-1 to the Unilateral Agreement), including the connection of the parks and the elementary school fields and playgrounds by footpaths, to establish and create and improve the "Village Walk," anywhere within the Mehana Community as shown in Exhibit B-2 to the Unilateral Agreement, Village Walk Concept Plan A, dated August 19, 2004, attached to the Unilateral Agreement.

16. **Declarant's Reserved Right to Assign Declarant Reserved Parking Stalls to Units and to Certain Parking Stalls**. Declarant hereby reserves to itself those parking stalls in the Community described as "Declarant Reserved Stalls", if any, described in **Exhibit D-5** to the Declaration (sometimes the "**Declarant Reserved Stalls**"), and further reserves to itself the right to amend the Declaration to denominate such stalls or further parking stalls. Declarant further reserves the right, without consent or joinder of any Person (i) to transfer the Declarant Reserved Stalls to the Association as permitted pursuant to **Section E.11** of the Declaration and classify the same as Common Elements (including guest stalls, loading zones or otherwise), (ii) to assign stalls to particular Units (by transfer or amendment to the Declaration as permitted under the Act), (iii) to establish spatial Units consisting of one or more of the foregoing parking stalls and/or (iv) to grant, lease or license such stalls for use by others, all without the joinder or consent of, and without notice to, any Owner, Owner's mortgagees, or other Person.

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

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

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

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

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

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Control Period, but in such event Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Board, as described in a Recorded instrument executed by Declarant, be approved by Declarant before they become effective, provided, however, that during the Control Period if Declarant has submitted an application to the Department of Veterans Administration ("**VA**") to participate in any VA loan program (i) Declarant must provide a copy of all amendments to the VA and (ii) the Association may not make any material amendments or take any extraordinary actions as described in VA Pamphlet 26-7 revised, as may be applicable, without the approval of VA.

EXHIBIT O

Until such time as the Declarant has turned over administration of the Community to the Association, Declarant shall have the right to amend the Bylaws without the approval, consent or joinder of, or notice to, any person or group of persons, including the Association, any Unit Owner or any mortgagee, lienholder, Unit purchaser or any other person who may have an interest in the Community.

18. **No Limitation to Right to Construct Units**. Nothing in the Declaration shall be deemed to or otherwise limit or inhibit the Declarant's ability to construct some or all Units in the Community in accordance with the Declaration and the Condominium Map, as the same may be amended.

19. **Declarant's Other Reserved Rights.** AS PREVIOUSLY STATED, THIS EXHIBIT CONTAINS AN ABBREVIATED SUMMARY OF SOME BUT NOT ALL OF THE RIGHTS RESERVED TO MAKE CHANGES TO THE CONDOMINIUM PROJECT OR CONDOMINIUM DOCUMENTS. **TO BE FULLY INFORMED REGARDING SUCH RESERVED RIGHTS, YOU MUST READ THE PERTINENT SECTIONS OF THE DECLARATION, BYLAWS AND COMMUNITY RULES IN THEIR ENTIRETY**, which include various additional reserved rights in favor of Developer, including, without limitation, respecting Declarant's reserved right to make continuing disclosures, Declarant's easement to complete construction and make repairs, Declarant's reserved right for roadway and utility purposes, Declarant's reserved right to improve and fix location of recreational facilities and barbeque areas, Declarant's reserved right to make alterations to the Community, Declarant's reserved right to amend the Declaration and Condominium Map, Declarant's reserved right of inspection, Declarant's reserved right regarding completion of Increments in the Community, Declarant's reserved right regarding incremental development, Declarant's reserved right to modify the Community to comply with law, Declarant's reserved right regarding Cable/Data System, Declarant's reserved right as to limitations on amendment of the Declaration by others, Declarant's reserved right to Reconfigure, Annex, Include, Delete or Withdraw Land, and Declarant's Right to Designate Units as Affordable Housing.

20. **Declarant's Exercise of Rights**.

(a) Each of the rights reserved to Declarant in **Section E**, **Section G**, and **Section R** or otherwise in the Declaration may be exercised by Declarant or its authorized representatives in their respective sole and absolute discretion, and without being required to obtain the consent or joinder of, or provide notice to, any Person or group of Persons, including, the Association, any Unit Owner or any mortgagee, lien holder, any Unit purchaser, tenant, or any other person who may have an interest in the Community or in any Unit. Pursuant to **Section X.1** of the Declaration, each and every Unit Owner by acceptance of a Deed for a Unit and/or acknowledgement of the Declaration, appoints Declarant, with full right of substitution, as the attorney-in-fact of such Owner or acquiring party to execute such documents and to do such things on such Owner's or acquiring party's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period(s) of Declarant's reserved rights as set forth in the Declaration and shall not be affected by the disability of any such Owner or acquiring party. Any change as described in **Section E** to the Declaration shall not constitute a material change.

21. **Amendment by Declarant**. Declarant reserves and shall have the right to amend the Declaration, Condominium Map or any other Community Document to effect the rights reserved to Declarant specified in the **Section E** or otherwise in the Declaration,

including, without limitation, those rights reserved to Declarant under **Section G** (ALLOCATION OF COMMON INTEREST, PROFITS, AND EXPENSES) and **Section R** (AMENDMENT OF THE DECLARATION; MORTGAGE PROTECTION) of the Declaration.

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

EXHIBIT P

Section 4.2 -- Estimate of the Initial Maintenance Fees

The Estimated Maintenance Fee Disbursements for Manawa at Mehana have been compiled by Hawaiiana Management Company, a licensed property manager, assuming that all units in the Community as reflected on the Condominium Map are constructed. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially energy costs, labor costs, and insurance, may change. The Buyer is aware that such amounts are only estimates and may change for reasons beyond the control of Developer, and the Buyer hereby specifically accepts and approves any such changes. The Buyer is also aware that such estimates do not include the Buyer's obligation for payment of real property taxes. The Buyer understands that such estimates are not intended to be and do not constitute any representation or warranty by the Developer, including but not limited to any representation or warranty as to the accuracy of such estimates. Buyer understands that Developer has not independently confirmed the accuracy or content of the estimates prepared by the licensed independent managing agent. Further, the Developer advises that costs and expenses of maintenance and operation of a condominium community are very difficult to estimate initially and even if such maintenance charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Maintenance charges can vary depending on services desired by unit owners and may increase significantly depending on the level of services eventually selected by the Association's Board of Directors. The Buyer should examine the maintenance charges schedule to see what services are included in the schedule and address these issues with its Board upon its formation. Buyers should also be aware that the estimates provided are as of the date reflected in the Managing Agent's certification and do not reflect the actual charges that may be incurred upon the formation of the Association and the actual contracting for such services such as insurance and maintenance, etc.

By purchasing a Unit at Manawa at Mehana, the Buyer will become a member of the Mehana Master Association and be required to pay membership dues to that Association. The Association will collect this fee in addition to the Buyer's monthly maintenance fee and pay the same to the Master Association.

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

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

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF THE ESTIMATE OF THE INITIAL MAINTENANCE FEES CONTAINED IN THE DECLARATION, BYLAWS, CONDOMINIUM MAP, COMMUNITY RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS SUMMARY AS A

GENERAL SUMMARY OF SUCH RESERVED RIGHTS, PURCHASER SHOULD REFER TO THE DECLARATION TO DETERMINE THE ACTUAL RIGHTS RESERVED BY THE DEVELOPER. IF ANY CONFLICT OR DIFFERENCES EXISTS BETWEEN THIS SUMMARY AND THE DECLARATION, THE DECLARATION WILL CONTROL. CAPITALIZED TERMS USED HEREIN, UNLESS OTHERWISE DEFINED HEREIN, SHALL HAVE THE MEANINGS GIVEN TO THEM IN THE DECLARATION.

EXHIBIT P

CERTIFICATE

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

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

2. Attached hereto is a true and correct copy of the projected budget for the Project. The estimates contained therein, including the maintenance fee assessments and disbursements, are based upon and in reliance on the assumptions, expense and income data provided by the Developer along with information gathered by the Managing Agent from projects of comparable size and character. The estimated figures do not account for inflation, market adjustments, future utility rate changes, future insurance premium rate changes or other unanticipated events, including but not limited to, acts of government, acts of God, terrorism or war. In addition, the projected budget is based upon and in reliance on discussions with the Developer.

3. I hereby certify that the breakdown of the annual maintenance charges and the monthly estimated cost for each unit in the Project, as attached hereto and hereby incorporated herein by reference, were determined in accordance with Section 514B-148 of the Hawaii Revised Statutes and Chapter 107 of the Hawaii Administrative Rules, and that the Managing Agent made a good faith effort to calculate such estimates for the one-year period commencing July 2016, based on generally accepted accounting principles; provided that in calculating the annual maintenance charges and the monthly estimated cost for each unit in the Project, there may be some instances where dollars and cents amounts may not be exact due to rounding.

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

5. The Budget has been prepared on a cash basis.

DATED: Honolulu, Hawaii, this 13th day of July, 2016.

Name: DEBORAH R. BALMILERO
Title: EXECUTIVE VICE PRESIDENT

Subscribed and sworn to before me
this 13th day of July, 2016.

State of Hawaii
City & County of Honolulu

Date: July 13, 2016 # of Pages: 5

Doc. Description: Certificate of Managing Agent & Estimated Annual Disbursements for: Manawa at Mehana

7/13/2016
Notary Signature
Name: Stephanie M. Angle

No. & Expiration: 10-134
6/13/2018
First Circuit, State of Hawaii

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

NOTARY CERTIFICATION

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22594/8/745978.2

7-13-16

Estimated Fee Disbursement

Manawa at Mehana
(80 residential and
12 commercial units)

Utilities and Services	Monthly Paid by All	Monthly Bldg Type I/IR Comm. Units Add'l Exp (1)	Annual Paid by All	Annual Bldg Type I/IR Comm. Units Add'l Exp (1)
Electricity For Common Elements	$350.00	$350.00	$4,200.00	$4,200.00
Refuse	$3,100.00		$37,200.00	
Telephone, Internet (Alarm Monitoring)	$735.00		$8,820.00	
Water - Irrigation Water for Common Elements	$1,100.00		$13,200.00	
Water - Individual Units (submetered) (*)				
Sewer - Individual Units (submetered) (*)				
Fire Systems				
Alarm Monitoring (Alert Alarm)	$465.00		$5,580.00	
Fire Equipment Inspection, Maintenance, Repair	$460.00		$5,520.00	
Maint, Repairs, Supplies				
Common Area Cleaning & Mtnce	$1,100.00	$550.00	$13,200.00	$6,600.00
Dryer Vent Cleaning	$400.00		$4,800.00	
Electrical/Lighting	$250.00		$3,000.00	
Equipment	$220.00		$2,640.00	
Grounds - Landscaping Maintenance	$2,650.00		$31,800.00	
Grounds - Tree Trimming	$2,100.00		$25,200.00	
Grounds - Irrigation Repairs	$150.00		$1,800.00	
Grounds - Extras (Plant replacement, etc.)	$150.00		$1,800.00	
Loading Dock	$100.00		$1,200.00	
Misc. Repairs & Purchases	$500.00		$6,000.00	
Pest Control	$400.00		$4,800.00	
Plumbing	$850.00		$10,200.00	
Road Maintenance	$250.00		$3,000.00	
Roof Maintenance	$560.00		$6,720.00	
Professional Services				
Audit/Tax fees	$100.00		$1,200.00	
Cov Enforcement	$450.00		$5,400.00	
Legal Fees	$550.00		$6,600.00	
Management Company (Managing agent)	$1,450.00		$17,400.00	
Administrative				
Admin. Services/Supplies	$500.00		$6,000.00	
Condo Registration	$105.00		$1,260.00	
GET/Other	$25.00		$300.00	
Meeting Expenses	$50.00		$600.00	
Newsletter/Website	$50.00		$600.00	
Misc.	$25.00		$300.00	
Insurance				
Bond	$75.00		$900.00	
Comp. General Liability	$175.00		$2,100.00	
Directors and Officers	$170.00		$2,040.00	
Property	$3,860.00		$46,320.00	
Umbrella	$85.00		$1,020.00	
SUBTOTAL	$23,560.00	$900.00	$282,720.00	$10,800.00
Reserves	$2,617.77	$99.99	$31,413.24	$1,199.88
Total	$26,177.77	$999.99	$314,133.24	$11,999.88

7-13-16

Estimated Maintenance Fees

Manawa at Mehana
(80 residential and
12 commercial units)

Unit Type	Unit No.	% Common Interest	Monthly Fee ALL	Bldg Type I/IR Comm Units % Interest (1)	Bldg Type I/IR Comm Units Add'l Exp (1)	Monthly Total	Yearly Total
101(C)	101	0.492%	$128.79	15.520%	$155.20	$283.99	$3,407.92
102(C)	102	0.496%	$129.84	15.647%	$156.47	$286.31	$3,435.72
103(C)	103	0.357%	$93.45	11.262%	$112.62	$206.07	$2,472.88
104(C)	104	0.240%	$62.83	7.571%	$75.71	$138.54	$1,662.43
201(C)	201	0.240%	$62.83	7.571%	$75.71	$138.54	$1,662.43
202(C)	202	0.357%	$93.45	11.262%	$112.62	$206.07	$2,472.88
203(C)	203	0.496%	$129.84	15.647%	$156.47	$286.31	$3,435.72
204(C)	204	0.492%	$128.79	15.520%	$155.20	$283.99	$3,407.92
307(C)	307	0.419%	$109.68			$109.68	$1,316.22
308(C)	308	0.419%	$109.68			$109.68	$1,316.22
607(C)	607	0.419%	$109.68			$109.68	$1,316.22
608(C)	608	0.419%	$109.68			$109.68	$1,316.22
A102/A102R	702	1.459%	$381.93			$381.93	$4,583.20
A102/A102R	705	1.459%	$381.93			$381.93	$4,583.20
A102/A102R	802	1.459%	$381.93			$381.93	$4,583.20
A102/A102R	805	1.459%	$381.93			$381.93	$4,583.20
A104R	1103	1.459%	$381.93			$381.93	$4,583.20
A104R	1203	1.459%	$381.93			$381.93	$4,583.20
A105/A105R	305	1.459%	$381.93			$381.93	$4,583.20
A105/A105R	602	1.459%	$381.93			$381.93	$4,583.20
A205/A205R	301	0.911%	$238.48			$238.48	$2,861.75
A205/A205R	606	0.911%	$238.48			$238.48	$2,861.75
A305/A305R	302	0.911%	$238.48			$238.48	$2,861.75
A305/A305R	605	0.911%	$238.48			$238.48	$2,861.75
B102/B102R	701	1.459%	$381.93			$381.93	$4,583.20
B102/B102R	706	1.459%	$381.93			$381.93	$4,583.20
B102/B102R	801	1.459%	$381.93			$381.93	$4,583.20
B102/B102R	806	1.459%	$381.93			$381.93	$4,583.20
B104/B104R	1101	1.459%	$381.93			$381.93	$4,583.20
B104/B104R	1104	1.459%	$381.93			$381.93	$4,583.20
B104/B104R	1201	1.459%	$381.93			$381.93	$4,583.20
B104/B104R	1204	1.459%	$381.93			$381.93	$4,583.20
B105/B105R	306	1.459%	$381.93			$381.93	$4,583.20
B105/B105R	601	1.459%	$381.93			$381.93	$4,583.20
C102/C102R	703	1.276%	$334.03			$334.03	$4,008.34
C102/C102R	704	1.276%	$334.03			$334.03	$4,008.34
C102/C102R	803	1.276%	$334.03			$334.03	$4,008.34
C102/C102R	804	1.276%	$334.03			$334.03	$4,008.34
C104	1102	1.276%	$334.03			$334.03	$4,008.34
C104	1202	1.276%	$334.03			$334.03	$4,008.34
C105/C105R	303	1.276%	$334.03			$334.03	$4,008.34
C105/C105R	304	1.276%	$334.03			$334.03	$4,008.34
C105/C105R	603	1.276%	$334.03			$334.03	$4,008.34
C105/C105R	604	1.276%	$334.03			$334.03	$4,008.34
D103/D103R	404	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	405	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	408	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	409	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	504	0.911%	$238.48			$238.48	$2,861.75

7-13-16

Estimated Maintenance Fees

Manawa at Mehana
(80 residential and
12 commercial units)

Unit Type	Unit No.	% Common Interest	Monthly Fee ALL	Bldg Type I/IR Comm Units % Interest (1)	Bldg Type I/IR Comm Units Add'l Exp (1)	Monthly Total	Yearly Total
D103/D103R	505	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	508	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	509	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	904	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	905	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	908	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	909	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	1004	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	1005	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	1008	0.911%	$238.48			$238.48	$2,861.75
D103/D103R	1009	0.911%	$238.48			$238.48	$2,861.75
D203/D203R	401	0.911%	$238.48			$238.48	$2,861.75
D203/D203R	412	0.911%	$238.48			$238.48	$2,861.75
D203/D203R	501	0.911%	$238.48			$238.48	$2,861.75
D203/D203R	512	0.911%	$238.48			$238.48	$2,861.75
D203/D203R	901	0.911%	$238.48			$238.48	$2,861.75
D203/D203R	912	0.911%	$238.48			$238.48	$2,861.75
D203/D203R	1001	0.911%	$238.48			$238.48	$2,861.75
D203/D203R	1012	0.911%	$238.48			$238.48	$2,861.75
E103/E103R	402	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	403	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	406	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	407	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	410	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	411	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	502	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	503	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	506	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	507	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	510	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	511	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	902	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	903	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	906	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	907	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	910	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	911	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	1002	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	1003	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	1006	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	1007	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	1010	1.276%	$334.03			$334.03	$4,008.34
E103/E103R	1011	1.276%	$334.03			$334.03	$4,008.34
		100.000%	$26,177.77	100.000%	$999.99	$27,177.76	$326,133.12

7-13-16

Estimated Maintenance Fees

Manawa at Mehana
(80 residential and
12 commercial units)

Unit Type	Unit No.	% Common Interest	Monthly Fee ALL	Bldg Type I/IR Comm Units % Interest (1)	Bldg Type I/IR Comm Units Add'l Exp (1)	Monthly Total	Yearly Total

(1) Represents additional expense applicable only to the Commercial Units within Building Type I/IR (i.e., electricity for exterior lighting for Building Type I/IR for the Commercial Units therein, maintenance and regular stocking and cleaning of the bathroom in Building 2 and for maintenance and cleaning of the janitor's closet in Building 1), which expenses are allocated and shared among all such Commercial Units on a pro rata basis (proportionate to the common interests appurtenant to each such Unit). There will be additional fees for water and sewer associated with the bathroom in building 2 and janitor's closet in Building 1 which will be charged to the Building Type I/IR Commercial Units on an equal basis. Additionally, unit water and sewer usuage will be submetered and billed as a separate line item on each unit owner's monthly maintenance fee bill. See (*).

(*) Unit water and sewer usage will be submetered and billed as a separate line item on each unit owner's monthly maintenance fee bill. In addition to the water and sewer usage charges, a fee of $10 per unit per month will be added to each unit owner's monthly bill to offset the cost of meter reading and billing services for water and sewer.

The estimated initial monthly maintenance fee assessments do not include mandatory dues payable to the Mehana at Kapolei Community Association. The current fee is $35.00 per unit per month, and is scheduled to increase to $45.00 per unit per month commencing January 2017, provided the fee may increase prior to the scheduled dates and the increase may exceed these estimates based on budget requirements. Generally, this fee is subject to change to such other amount and at such time as the Master Association determines, which determination will be affected in part by the scope of the Master Association's responsibility for the maintenance of the Kapolei Regional Drainage Facilities. The Community Association will collect this fee in addition to the Unit Owner's monthly maintenance fee and pay the same to the Master Association.

EXHIBIT Q

Section 5.1 -- Summary of Pertinent Provisions of Sales Contract

The Fee Simple Unit Sales Agreement (the "**Sales Contract**" or "**Purchase Agreement**") contains the price and other terms and conditions under which a purchaser will agree to buy a Unit in the Community. Among other things, the Sales Contract states:

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

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

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

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

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

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

(g) Requirements relating to the purchaser's financing of the purchase of a Unit.

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

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

(j) That, except to the extent of a limited warranty in form attached to this Public Report, the Developer makes no warranties regarding the Unit, the Community or anything installed or contained in the Unit or the Community.

(k) That the Community will be subject to ongoing construction and sales activities which may result in certain annoyances to the purchaser.

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

(m) That the Developer has reserved certain rights and powers relating to the Community and the purchaser acknowledges and consents to the exercise of such rights and powers.

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

(o) If the purchaser defaults, Developer may retain purchaser's deposits and bring an action against purchaser. If the Developer defaults, purchasers may bring an action against Developer. All actions are subject to the rules of the Dispute Prevention Resolution, Inc., as provided in the Sales Contract.

(p) Buyer may not at any time assign its rights or obligations under the Purchase Agreement.

(q) Any assignment of the Sales Contract is void and of no legal effect.

(r) The Sales Contract provides that any dispute by or between Seller and Purchaser arising out of or incident to the Sales Contract, or the development or management of the Community, the sale of the Unit or the use or occupancy thereof, or any other aspect of the relationship between Seller and Purchaser regarding the Community which is raised or otherwise asserted before or after Closing shall be submitted to mediation and, if necessary, to arbitration in accordance with the terms, conditions and procedures set forth in the Sales Contract.

The Sales Contracts contains various other important provisions relating to the purchase of a Unit in the Community. Purchasers and prospective purchasers should carefully read the specimen Sales Contracts on file with the Real Estate Commission. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings given them under the Purchase Agreement.

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

EXHIBIT R

Section 5.1 -- Summary of Pertinent Provisions of Escrow Agreement

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

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

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

(c) Except under certain circumstances as set forth in the Sales Contract, all deposits toward the purchase price shall be the property of the Developer. Provided that the purchaser is not in default under the Sales Contract and the Sales Contract contains a financing provision, purchaser's deposits, less escrow cancellation fees and third party lender fees, is refundable to purchaser if purchaser fails to qualify for a mortgage loan. Otherwise, all deposits toward the purchase price shall be the property of the Developer. The purchaser will be entitled to a refund of his or her funds only under certain circumstances.

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

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

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

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

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

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

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

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

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

6. Escrow will set the time (in accordance with Sales Contract and Seller's interest to pre-close) for taking in all money from each Buyer and for the signing of all of the documents that each Buyer must sign to complete the purchase, except for the mortgage documents, which may be signed at the lender's place of business. The conveyance tax certificates, preliminary closing statements, escrow instructions and final closing statements will be prepared by Escrow,

EXHIBIT R

and Escrow will do all of the escrow acts required under this Agreement or any other written agreements between Seller, Buyer and Escrow. Escrow will give Buyer and Seller copies of HARPTA and FIRPTA forms, or provide the online link to obtain copies of those forms, with a recommendation that the parties seek appropriate counsel to complete the forms. Escrow will coordinate with Buyer's lender, the title companies and all others who are a part of the purchase so that closing will occur at a suitable time. Escrow agrees to close all of the sales at the same time or individually from time to time, as directed by Seller. "Closing" is complete when all necessary conveyance and financing documents to complete a purchase are recorded in the appropriate Hawaii recording office. After all documents have been signed, Escrow will close on the closing date as agreed to in the Sales Contract only if:

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

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

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

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

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE ESCROW AGREEMENT. WHILE ONE CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE ESCROW AGREEMENT, ONE MUST REFER TO THE ACTUAL ESCROW AGREEMENT TO DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE ESCROW AGREEMENT, THE ESCROW AGREEMENT WILL CONTROL AND NOT THIS SUMMARY.

EXHIBIT R

EXHIBIT S

Section 5.2 -- Sales to Owner Occupants

Manawa at Mehana
Unit No. _____

MANAWA AT MEHANA
AFFIDAVIT OF INTENT TO PURCHASE AND RESIDE IN AN OWNER-OCCUPANT DESIGNATED CONDOMINIUM UNIT

[ ] Chronological System [ ] Lottery System

We, the undersigned "owner-occupants", on this _____ day of _____, 20____, do hereby declare that it is our intention to purchase and reside in a condominium unit designated for an "owner-occupant" in the Manawa at Mehana condominium community ("Community") proposed by D.R. Horton – Schuler Homes, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division ("Developer").

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

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

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

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

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

4. Should we require financing from a financial institution to purchase the designated residential unit, the financing shall be an owner-occupant mortgage loan. The

financial institution is required to take all reasonable steps necessary to determine whether the borrower intends to become an owner-occupant.

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

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

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

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

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

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

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

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

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Manawa at Mehana
Unit No. _____

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

1) _____
Purchaser's signature Print Name Date

2) _____
Purchaser's signature Print Name Date

3) _____
Purchaser's signature Print Name Date

4) _____
Purchaser's signature Print Name Date

Manawa at Mehana
Unit No. _____

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

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

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

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

EXHIBIT T

Section 5.4 -- Construction Warranties

THIS EXHIBIT CONTAINS AN ABBREVIATED SUMMARY OF DECLARANT'S LIMITED WARRANTY. BUYERS SHOULD READ DECLARANT'S LIMITED WARRANTY IN ITS ENTIRETY AND FAMILIARIZE THEMSELVES WITH THE COVERAGE AFFORDED AND THE ITEMS WHICH ARE EXCLUDED FROM COVERAGE. A COPY OF DECLARANT'S LIMITED WARRANTY IS INCLUDED IN THE HOMEOWNER'S MANUAL BUYERS RECEIVE AT THE TIME OF PURCHASE.

Declarant's Limited Warranty. Owner acknowledges and agrees that, except for the express written limited warranty known as "The Limited Warranty" (defined herein as Declarant's Limited Warranty) provided by Declarant to each initial Owner of a Unit in the Community, Declarant is not making or offering any warranties, express or implied, with respect to the Property, the Unit, or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Declarant expressly disclaims any warranties other than Declarant's Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, or the Community. Owner acknowledges that (i) Owner has received, read and understands the terms of a sample Declarant's Limited Warranty and Declarant's Homeowner's Manual provided to Owner and is familiar with the coverage and exclusions therein, and (ii) other than the Declarant's Limited Warranty, Declarant is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, or the Community. Declarant has established a Customer Care Program (which will be administered by Declarant pursuant to the section of Declarant's homeowners' manual (the **"Homeowner's Manual"**) commonly referred to as the **"Customer Care Program"**). Declarant's Limited Warranty and the Customer Care Program do not cover (A) any consequential damages, including, but not limited to, damage to the Unit that is caused by a warranted defect (as defined in Declarant's Limited Warranty) but is not itself a warranted defect and the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (B) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 USC 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Declarant does not assume any obligation to service or repair such consumer products or goods. They are included on an **"AS IS"** basis with Owner assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance.

The Common Elements and their use is subject to an express limited warranty by Declarant in favor of the Association, which is conditioned on, among other items, appropriate regular and routine maintenance, inspection and repair of the Common Elements by the Association set out in Declarant's Limited Warranty, which shall be effective upon the recording of the Declaration and a copy of which shall be provided to the Association. It is expressly understood and agreed by and between Declarant and each Owner and the Association that, other than this express limited warranty, DECLARANT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMMON ELEMENTS, THE COMMUNITY OR CONSUMER PRODUCTS OR OTHER THINGS WHICH MAY BE INSTALLED OR WHICH ARE CONTAINED IN THE COMMON ELEMENTS OR THE COMMUNITY, INCLUDING BUT

NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR USE.

EXHIBIT U

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

1. Buyer may landscape the easement area(s) within a Private Yard Area, if any, as long as you do not interfere with the use of the easement area(s) affecting your Unit. The grantee of the easement area, whether it is HECO, the Community Association, the Master Association or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, you may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

2. Exterior elevations, door and window locations and types may be modified from that reflected on the Condominium Map.

3. HRS 672E contains important requirements you must follow before you file a lawsuit or other action for defective construction against the contractor who designed, repaired, or constructed your Unit or facility. Ninety days before you file your lawsuit or other action, you must serve on the contractor a written notice of any construction conditions you allege are defective. Under the law, a contractor has the opportunity to make an offer to repair and/or pay for the defects. You are not obligated to accept any offer made by a contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect your ability to file a lawsuit or other action.

4. Certain portions of the Community may be used as a sales office. Buyer is aware that noise and traffic from these areas may cause a disturbance. Buyer is responsible for investigating noise levels in and around the Community to determine if the buyer is satisfied with the acoustics and noise levels within the Unit and within the Community as a whole. Developer makes no guaranty as to these matters now or in the future.

5. Buyer should be aware that the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. Those uses include, without limitation, industrial, commercial, recreational, and other non-residential uses, animal husbandry and pasture uses, and a railroad easement. Overhead and underground radio transmission wires and high voltage electric lines and facilities may be located within and around the Community. Such facilities purportedly may emit electric and magnetic emissions. Aircraft may fly in the proximity of or over or close to the Community. Buyers should also be aware that ongoing construction, commercial and industrial uses, plantation harvesting and farming may temporarily generate heavy dust and/or other nuisances. Pesticides and fertilizers were or may be used in the plantation harvesting and farming and may have long term effects on the land, water and environment.

6. Buyers should be aware that the Community and/or the Unit may be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and that an expansion of military uses and associated adverse impacts may occur within Kalaeloa.

7. Buyers should be aware that the Community is located within the contours of the Honolulu International Airport 1987 Noise Contour Map.

8. Buyers should be aware that the Community is located near the OR&L Historic Railway and the operation of trains on the railway may result in noise and other impacts associated with the operation of trains.

9. Buyers should be aware that the Honolulu High Capacity Transit Corridor Project ("HHCTCP") plans to extend along Wakea Street near the Community. The Community may be subject to noise from future construction, operation, and maintenance of the HHCTCP. In addition, there may be dust, noxious odors, and adverse effects from the HHCTCP.

10. Buyers shall comply with the County approved Solid Waste Management Plan attached to this report as Exhibit W and are encouraged to recycle waste materials accordingly.

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

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

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

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

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

Developer may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Control Period, but in such event Developer may require, for the duration of the period of Developer control, that specified actions of the Association or Board, as described in a Recorded instrument executed by Developer, be approved by Developer before they become effective, provided, however, that during the Control Period if Declarant has submitted an application to the Department of Veterans Administration (the "VA") to participate in any VA loan program (i) Declarant must provide a copy of all amendments, to VA and (ii) the Association may not make any material amendments or take any extraordinary actions as described in VA Pamphlet 26-7 revised, as may be applicable, without the approval of VA.

Until such time as the Declarant has turned over administration of the Community to the Association, Declarant shall have the right to amend the Bylaws.

12. Developer, D.R. Horton-Schuler Homes, LLC, is the Community real estate broker. The Developer's manager, Vertical Construction Corporation, is the general contractor for the Community.

EXHIBIT U

13. Each prospective purchaser should review the Condominium Map Site Plan to so that they may identify easement areas benefitting the Community, which easements may affect the use of the Private Yard Areas, if any.

14. Buyers should be aware that the Community includes mixed uses, and is not exclusively a residential community, and that the presence of the mixed uses in the Community may adversely affect an Owner's use and enjoyment of their Unit. The presence of commercial and residential mixed uses in the Community may result in noise, odors, vibrations, traffic and other disturbances that are objectionable to some people. Each Owner acknowledges that parking stalls in front of or near Residential Units may be used for commercial purposes and parking stalls for Residential Units may be located in front of or near Commercial Units.

15. Buyers are encouraged to find out which parking stalls are available for their use and the location of the parking stalls.

16. All prospective purchasers should also be aware that the Private Yard Areas, if any are available to Units in the Community, are not subdivided lots, but are exclusive use areas appurtenant to the Unit(s).

17. The Community is subject to the Unilateral Agreement, which is attached to this Public Report as Exhibit V. Without limitation of the restrictions set forth in the Unilateral Agreement and notwithstanding anything in the Declaration to the contrary, no alterations or modifications of the Units or Improvements to the Common Elements (including landscaping and fencing) may be made except in accordance with the Unilateral Agreement.

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

EXHIBIT V
(Unilateral Agreement and Declaration for Conditional Zoning
recorded as Document No. 3195643)

The Community is subject to the Unilateral Agreement, which is attached to this Public Report as Exhibit V. Without limitation of the restrictions set forth in the Unilateral Agreement and notwithstanding anything in the Declaration to the contrary, no alterations or modifications of the Units or Improvements to the Common Elements (including landscaping and fencing) may be made except in accordance with the Unilateral Agreement.

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B4CC

L-731 STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
NOV 19, 2004 10:00 AM
Doc No(s) 3195643
on Cert(s) 493,720

/s/ CARL T. WATANABE
ASSISTANT REGISTRAR

28 1/1 Z5

KM

LAND COURT	REGULAR SYSTEM

After recordation, return by mail (x) pick up ( ) to:

D.R. Horton - Schuler Division
828 Fort Street Mall, 4th Floor
Honolulu, Hawaii 96813

Title of Document:

Unilateral Agreement And Declaration For Conditional Zoning

Party To Document:

C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities- Declarant

Property Description:

THOSE certain portions of parcels of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, containing 149.5 acres more or less, being a portion of Lot 13880 of Land Court Application 1069 (Map 1055); a portion of Lot 15685 of Land Court Application 1069 (Map 1208);

and all of Lot 13883 of Land Court Application No. 1069 (Map 1055), further described as Tax Map Key: 9-1-16: 1 (por.), 122 (por.), 123 (por.) and 124 , as more particularly shown on Exhibit "A-1" attached hereto and made a part hereof.

UNILATERAL AGREEMENT & DECLARATION FOR CONDITIONAL ZONING

THIS INDENTURE (hereinafter referred to as this "Unilateral Agreement" or this "Declaration"), made this 17th day of November, 2004, by C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, whose business address is 1001 Kamokila Boulevard, Kapolei, Hawaii 96707 (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain portions of parcels of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, containing 149.5 acres more or less, being a portion of Lot 13880 of Land Court Application 1069 (Map 1055); a portion of Lot 15685 of Land Court Application 1069 (Map 1208); and Lot 13883 of Land Court Application No. 1069 (Map 1055), further described as Tax Map Key: 9-1-16: 1 (por.), 122 (por.), 123 (por.) and 124 , as more particularly shown on Exhibit "A-1" attached hereto and made a part hereof, more particularly described by metes and bounds in Exhibit "A-2" attached hereto and made a part hereof, and also described by Land Court lot in Exhibit "A-3" attached hereto and made a part hereof (the "Land"), and desires to make the Land subject to this Unilateral Agreement; and

WHEREAS, Declarant plans to develop a commercial-residential mixed use project known as Mehana at Kapolei on the Land (the "Project"); and

WHEREAS, the City Council (the "Council") of the City & County of Honolulu (the "City"), pursuant to the provisions of the Land Use Ordinance ("LUO"), Revised Ordinances of Honolulu 1990 ("ROH") Section

21-2.80, as amended, relating to conditional zoning, is considering a change in zoning under the LUO of the Land from AG-1 Restricted Agricultural District to BMX-3 Community Business Mixed Use District with a 45-foot height limit, AMX-2 Medium Density Apartment Mixed Use District with a 45-foot height limit, AMX-2 Medium Density Apartment Mixed Use District with a 60-foot height limit, A-1 Low Density Apartment District with a 30-foot height limit, R-5 Residential District, and P-2 General Preservation District ("the zone change"); and

WHEREAS, a public hearing regarding the change in zoning, Bill 73 (2004), was held by the Council on November 10, 2004; and

WHEREAS, the Council recommended by its Zoning Committee Report No. 483 that the said zone change be approved, subject to the following conditions contained in this Declaration to be made pursuant to the provisions of ROH Section 21-2.80, as amended, relating to conditional zoning, and to become effective on the effective date of the zoning ordinance approving the change of zoning (the "Rezoning Ordinance").

NOW, THEREFORE, Declarant, for itself and its successors and assigns, hereby covenants and declares as follows:

1. Declarant shall develop the Land in substantial compliance with the City of Kapolei Urban Design Plan, except where modified below, and plans shown in Exhibits B-1, B-2, B-3, and B-4 attached hereto and made a part hereof:

    a. Residential

        i. The building heights within the AMX-2 District will vary and building massing will be "tiered" up to the maximum heights indicated on the zoning map, incorporating sloped roofs and covered lanais.

        ii. Single-family dwellings are permitted provided multi-family dwellings, defined as those with 3 or more dwellings within a single structure, shall be no less than 51 percent of the total number of dwellings in the Project.

Single-family and two-family dwelling units shall not be permitted within the AMX-2 and BMX-3 Districts.

iii. Minimum setback requirements shall be in accordance with the Land Use Ordinance. The required front yard will vary according to a "front yard averaging", thereby creating an articulated building front.

iv. An approximate two-acre site for BMX-3 zoning is permitted on the Land.

v. Front-loaded single-family housing products are permitted. Rear-loaded homes will be the predominate single-family home featured along the two main collector roads as shown on Exhibit B-1, the Updated Preliminary Land Use Plan dated August 19, 2004.

vi. With regards to block sizing, the Declarant is required to substantially conform to the roadway grid as reflected in the Updated Preliminary Land Use Plan dated August 19, 2004 (Exhibit B-1).

b. Parks and Open Space

i. Kapolei Green shall be dedicated to the City and shall include the amenities and features as contemplated pursuant to D.R. Horton's letter dated August 26, 2004, attached hereto (Exhibit C-1) and made a part hereof, to the Department of Parks and Recreation (DPR) and DPR's written reply to D.R. Horton dated September 13, 2004, attached hereto (Exhibit C-2) and made a part hereof, in which D.R. Horton agreed to provide a clean, graded, grassed and irrigated central park with a total area of approximately 4.5 acres. DPR agreed to recommend the proposed park as planned for dedication to the City once constructed. Additional improvements, if provided by the Declarant at the request and/or agreement of the City, would qualify as excess Park Dedication Credits for the Declarant. Final

terms of such an arrangement shall be subject to a formal agreement, between the Declarant and the City when such improvements are sought.

ii. The Declarant shall establish parks and pedestrian and bike paths as shown on the Updated Preliminary Land Use Plan dated August 19, 2004 (Exhibit B-1), including the connection of the parks and the elementary school fields and playground (which also could serve as an active open space) by a landscaped linear path.

iii. The "Village Walk", as originally planned to be within the approximate center of the Mehana at Kapolei site, is now being relocated along the Project's mauka boundary. The Declarant shall construct Village Walk improvements such as an 8-foot walkway, landscaping and street furniture, up to their property line, as shown in Exhibit B-2, Village Walk Concept Plan A dated August 19, 2004, attached hereto and made a part hereof. These improvements shall supplement the adjoining improvements to be provided by The Estate of James Campbell or its successor entities, as shown on the Village Walk Concept Plan A dated August 19, 2004 (Exhibit B-2).

iv. A reserve area for a possible roadway in proximity to the makai edge of the school site shall be provided by the Declarant for connection within the area to Ft. Barrette Road. This future connection point and eventual road alignment could be different from that represented on the Updated Preliminary Land Use Plan dated August 19, 2004 (Exhibit B-1), as negotiations between Declarant and various governmental agencies are finalized. The reserve area shall remain in effect unless the State Department of Transportation or other governmental agencies, as appropriate, determine that a roadway connection to Ft. Barrette Road is not permitted. In that event, the reserve shall terminate and the area shall be available for residential development.

c. Roadways

i. Employing Subdivision Street Standards as adopted by the Department of Planning and Permitting of the City and County of Honolulu (DPP) is permitted.

ii. Eliminate from the Kapolei Urban Design Plan any references to the collector road that borders the mauka edge of the property, subject to the relocation of the Village Walk as discussed above, and Renton Road Extension, which is an unconnected remnant along the makai boundary of Mehana.

d. Regional Drainage

i. The regional drainage corridor abutting the mauka side of the OR&L right-of-way, shall be developed as a grass-lined drainage system with trees along a bicycle path, open for public use, within or abutting the drainage system, as shown in concept in the Drainage Corridor Concept Plan dated August 27, 2004, attached hereto as Exhibit "B-3" and made a part hereof. The final plans for the drainage system shall be subject to the approval of the Director of DPP. The Declarant shall improve the drainage system as described and dedicate the drainage system subject to a schedule approved by the Director of DPP. Hardscaping within the drainage facility will be permitted for easements for electrical transmission, fuel and sewerage, bike and pedestrian paths and vehicular crossings.

ii. The Declarant shall provide public pedestrian and vehicular connections to the regional drainage corridor as shown in the Updated Preliminary Land Use Plan dated August 19, 2004 (Exhibit B-1).

2. Prior to the approval of the first building permit by DPP, the Declarant shall submit "Mehana Design Guidelines" for the Project (except for the school site) illustrating site planning guidelines and

building design features, including a variety of elevations, fencing, roofing elements, landscaping, lanais, etc. for approval by the City of Kapolei Design Advisory Board ("DAB") and DPP. The Mehana Design Guidelines shall be consistent with the City of Kapolei Urban Design Plan ("Kapolei UDP") in effect. Thereafter, individual site plans and front elevations for all project phases shall be submitted to DPP for approval and shall evidence general conformance with the design concepts of the Mehana Design Guidelines. Modifications to the Mehana Design Guidelines shall be subject to approval by the Director of DPP. Said site plans for all project phases shall be deemed approved by the Director of DPP if no comments are received by Declarant within 45 days of submittal to DPP.

The Mehana Design Guidelines are intended to serve as interim guidelines until amendments to the Kapolei UDP are approved by the Council. As such, conformance with the Mehana Design Guidelines shall no longer be required upon approval by the Council of appropriate amendments to the Kapolei UDP incorporating these or other design guidelines that the Council deems appropriate.

Any development that is inconsistent with the Mehana Design Guidelines and the then-effective Kapolei UDP shall not be permitted until appropriate amendments to the Kapolei UDP are approved by the Council.

3. Prior to approval of subdivision applications (except those for bulk lot purposes), the Declarant shall submit, in coordination with the State Department of Transportation (DOT) and the City Department of Transportation Services (DTS), a roadway master plan for roadways within and adjacent to the Project consistent with the roadway layout provided in the Updated Preliminary Land Use Plan, dated August 19, 2004 (Exhibit B-1), to DPP for review and approval. The roadway master plan shall include road cross-sections and associated land uses. An analysis of auxiliary left and right turn lane lengths shall also be provided as may be required by DPP. The plan shall also take into account the need to provide enhanced pedestrian and bicycle facilities, as presented in the Declarant's zone change application, as well as future transit stop locations. An identification of which intersections may warrant future traffic signal

installation shall also be included. The development of the Land shall conform to the approved roadway master plan, provided that the plan may be amended from time to time with the prior written approval of the Director of DPP.

4. Transportation. The Declarant shall carry out the following requirements related to traffic and transportation improvements:

   a. Prior to applying for building permits for any additional dwelling unit beyond 400 dwelling units, the Declarant shall consult with the State DOT, DTS and DPP, and submit for approval to the Director of DPP a supplemental update to the Traffic Impact Assessment Report (Declarant's Traffic Impact Study dated May 5, 2004, hereinafter called the "TIAR"), or provide supplemental information to the Traffic Impact Assessment Report updates required by the conditions relating to traffic and transportation improvements attached to the enactment of Bill 72 (2004), as amended. The Declarant's submittal, hereinafter called the "Supplemental Traffic Impact Assessment Report (TIAR)", shall include a Traffic Management Plan (TMP) identifying Traffic Demand Management (TDM) strategies to reduce area wide traffic congestion. The Supplemental TIAR area shall generally be that area described in Exhibit D, attached hereto and made a part hereof. Prior to applying for building permits for any additional dwelling unit beyond 800 dwelling units, the Declarant shall submit an update to the Supplemental TIAR, identifying roadway infrastructure improvements that are or will be needed to support the Project during its various stages including an analysis of traffic signal warrants.

   b. Fund and/or construct its share of roadway improvements, described in the TIAR and supplemental updates, as may be required by State and City transportation agencies, within the Project area or directly attributable to the Project .

   c. On an annual basis, Declarant shall participate in a meeting to be organized by DPP and to include State DOT and DTS to discuss the coordination and implementation of traffic improvements in and around the City of Kapolei and the need

for additional studies. This condition for participation in an annual meeting shall be deemed satisfied and shall be fully released upon the approval of the last building permit of the last phase of the Project. In its annual report to the City required by Condition 14, the Declarant shall report on the status and scheduling of its implementation of traffic improvements related to the Project.

5. The Declarant shall develop the necessary potable and non-potable water system improvements to serve the Project, including the school site and the drainage corridor discussed in Condition 1.d. herein, as may be required by the Board of Water Supply, prior to any subdivision or building permit approval, whichever comes first.

6. Prior to subdivision, residential cluster or residential building permit approval, the Declarant shall execute an agreement to participate in an affordable housing plan acceptable to DPP in accordance with adopted rules. The agreement shall provide for no less than 30% of the total residential units of the Project to be delivered to households with incomes up to and including 120 percent of median income or less, including no less than 10 percent of the total units to be delivered to households with incomes up to and including 80 percent of median income or less. "Median income" means the median income for Honolulu, adjusted for family size, as determined by the United States Secretary of Housing and Urban Development.

7. The Declarant shall contribute to the development, funding, and/or construction of school facilities, on a fair-share basis, as determined by and to the satisfaction of the State Department of Education (also referred to as "DOE"). Terms of the contribution agreement shall be agreed upon in writing by the Declarant and the DOE, prior to obtaining building permits.

8. Prior to building permit approval, the Declarant shall submit to the Department of Health (DOH) and DPP, a solid waste management plan as may be required by the DOH. The Declarant shall comply with the approved solid waste management plan.

9. Prior to grading permit approval, the Declarant shall prepare and submit a dust control plan to DPP and DOH, as may be required by DOH. The Declarant shall comply with the approved dust control plan.

10. The Declarant shall inform all prospective purchasers or lessees of single- and multi-family dwellings in the Project of all of the following:

    a. The potential impacts, including but not limited to traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and that an expansion of military uses and associated adverse impacts may occur within Kalaeloa;

    b. The development is located within the contours of the Honolulu International Airport 1987 Noise Contour Map; and

    c. The development is located near the OR& L Historic Railway and the operation of trains on the railway may result in noise and other impacts associated with the operation of the trains.

    The disclosure shall be made through a Disclosure Document acceptable in form and content to the DPP and the Corporation Counsel. The Disclosure Document shall be signed by the purchaser or lessee as an affirmative acknowledgment of the potential impacts. All disclosures shall be included in any deed or lease of residential property and any applicable Declaration of Covenants, Condtions and Restrictions, and shall be recorded so as to run with the land of the affected property. The form, content, and manner of recordation of the disclosures shall be approved by the DPP and the Corporation Counsel prior to any subdivision approval (except those for bulk lot purposes) or building permit approval, whichever occurs first.

11. The Declarant shall submit a revised drainage master plan and implementing schedule for the drainage improvements required for the development of the Project. The master plan shall be approved by the Director of DPP prior to any subdivision approval (except those for bulk lot purposes). The Declarant shall comply with the revised drainage master plan and implementing schedule.

12. If, during construction, any previously unidentified archaeological site or remains (such as artifacts, shell, bone, or charcoal deposits, human burials, rock or coral alignments, paving, or walls) are encountered, the Declarant shall stop work and contact the State Historic Preservation Division (SHPD) immediately. Work in the immediate area shall be stopped until the SHPD is able to assess the impact and make further recommendations for mitigative activity.

13. The Declarant acknowledges that approval of this zone change does not constitute compliance with other Land Use Ordinance or governmental agencies' requirements. They are subject to separate review and approval. The Declarant shall be responsible for ensuring that the final plans for the Project comply with all applicable Land Use Ordinance and other governmental agencies' provisions and requirements.

14. On an annual basis, the Declarant shall submit a written status report to DPP documenting its satisfaction of and/or describing its progress toward complying with each condition of approval for this zone change. The status report shall be submitted to DPP by December 31 of each year until such time as DPP has determined that all conditions of approval have been satisfied. If a status report is not submitted within the time specified, the DPP may defer the processing of permits until a status report is submitted.

15. In the event of noncompliance with any of the conditions set forth herein, the Director of Planning and Permitting shall inform the Council and may initiate action to rezone the Land, seek civil enforcement, or take appropriate action to terminate or stop the Project until applicable conditions are met.

16. Failure to fulfill any conditions to the zone change may be grounds for revocation of the permits issued under this zoning and grounds for the enactment of ordinances making further zone changes, including revocation of the underlying zoning, upon initiation by the proper parties in accordance with the Revised City Charter.

17. Declarant expressly acknowledges and agrees that its obligations hereunder shall survive the termination of the Estate of James Campbell and shall be binding upon its successors and assigns.

NOW, THEREFORE, Declarant hereby makes the following additional Declarations:

For purposes of this document, any references to a specific City department or agency shall be deemed to include a reference to any successor department or agency.

That the conditions imposed herein are reasonably conceived to fulfill public service demands created by the requested change in zoning and are rationally related to the objective of preserving the public health, safety and general welfare and the further implementation of the General Plan of the City and County of Honolulu.

The development of the Land shall conform to the aforesaid conditions with the understanding that, at the request of the Declarant and upon the satisfaction of the conditions set forth in this Unilateral Agreement, the Department of Planning and Permitting may fully or partially release, as applicable, any of the foregoing conditions that have been fulfilled.

That if there are any conflicts between this Unilateral Agreement and any previous unilateral agreement(s) applicable to the Land, the terms and conditions of this Unilateral Agreement shall apply.

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED that the conditions imposed in this Declaration shall run with the Land and shall bind and constitute notice to all the parties hereto and subsequent lessees, grantees, assignees, mortgagees, lienors, successors, and any other persons who have or claim to have an interest in the Land, and the City and County of Honolulu shall have the right to enforce this Declaration by rezoning, appropriate action at law or suit in equity against all such persons, provided that the Declarant or its successors and assigns may file a petition with the Department of Planning and Permitting for amendment or removal of any conditions or termination of this Declaration, such petition to be processed in the same manner as petitions for zone changes.

DECLARANT: **TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED,** acting in their fiduciary and not in their individual capacities

C.R. CHURCHILL

D.A. HEENAN

RICHARD W. GUSHMAN, II

RONALD J. ZLATOPER

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

On this 17th day of November, 2004, before me personally appeared C. R. Churchill, D. A. Heenan, Richard W. Gushman, II, and Ronald J. Zlatoper, Trustees Under the Will and of The Estate of James Campbell, Deceased, to me known to be the persons described in and who severally executed the foregoing instrument, and severally acknowledged that they executed the same as their free act and deed as such Trustees.

LS

Lydia L. Hannemann

Printed Name: Lydia L. Hannemann
Notary Public, State of Hawaii
My commission expires: Feb. 11, 2008

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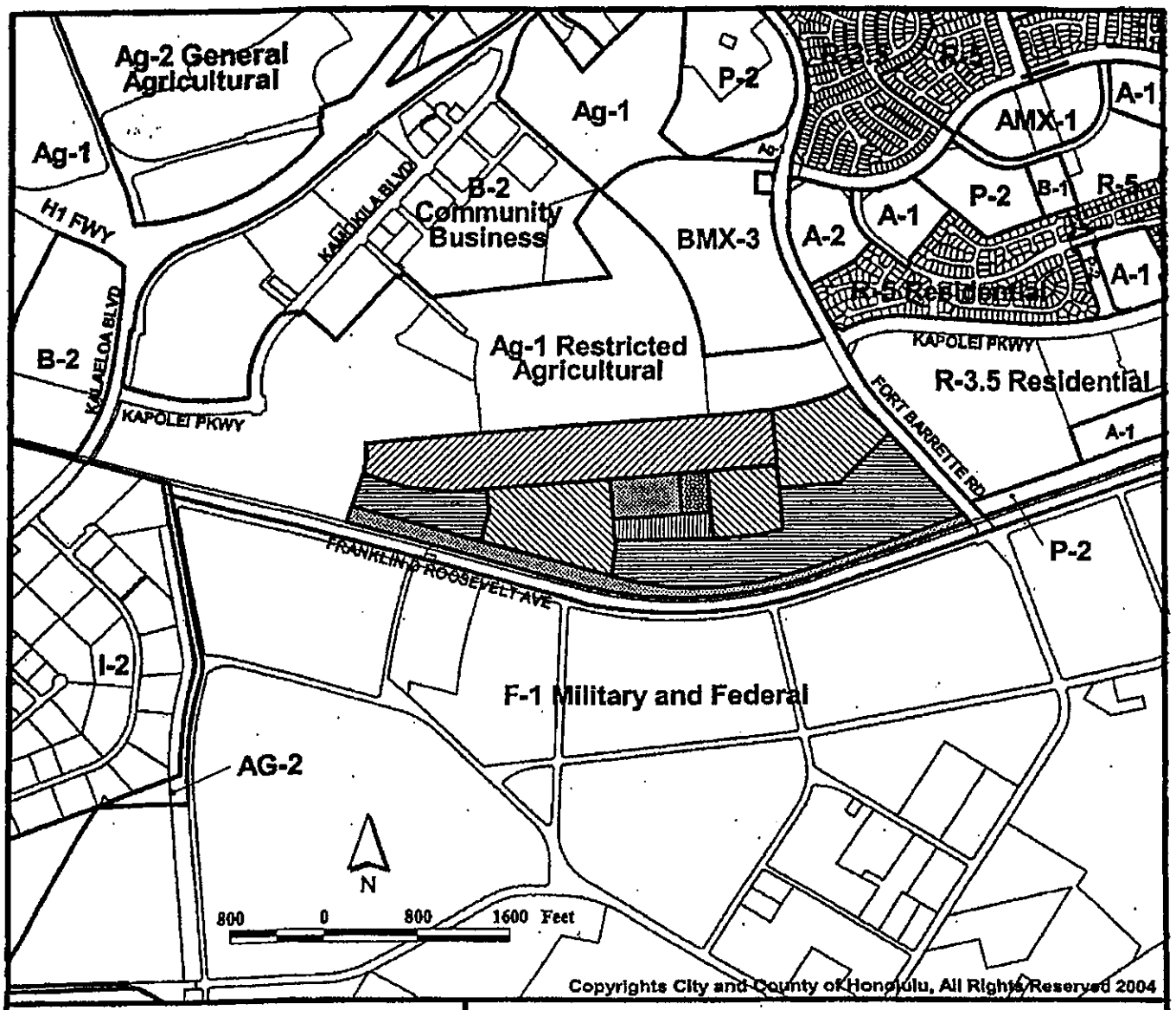


Zone Change Legend

- From AG-1 to AMX-2 with 60-ft. height limit
- From AG-1 to BMX-3 with 45-ft. height limit
- From AG-1 to AMX-2 with 45-ft. height limit
- From AG-1 to A-1 with 30-ft. height limit
- From AG-1 to R-5
- From AG-1 to P-2

PORTION OF
ZONING MAP NO. 12
(EWA BEACH-IROQUOIS POINT

APPLICANT:	D. R. Horton, Schular Division
TAX MAP KEY(S):	9-1-16: Portion 1, Portion 122, Portion 123, and 124
FOLDER NO.:	2004/Z-5
LAND AREA:	Approximately 149.5 Acres
PREPARED BY:	Department of Planning and Permitting City and County of Honolulu
PUBLIC HEARING:	Planning Commission City Council

ORD. NO. 2004/Z-5

EFF. DATE BILL

EXHIBIT A-1

EXHIBIT A-2

Being all of Lot 13883 and portions of Lots 13880 and 13881 as shown on Map 1055 and a portion of Lot 13884 as shown on Map 1056 of Land Court Application 1069.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

Beginning at the Southeast corner of this parcel of land, on the West side of Barbers Point NAS Access Road (Project No. D-AD-1(2)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 18,663.16 feet South and 1,377.40 feet East and running by azimuths measured clockwise from true South:

1. 70° 00' 1,390.31 feet along Exclusion 2 of Land Court Application 1069;

2. Thence along same, on a curve to the right with a radius of 3,418.00 feet, the chord azimuth and distance being: 87° 41' 30" 2,077.42 feet;

3. 105° 23' 2,049.83 feet along same;

4. 195° 23' 530.00 feet along the remainder of Lot 13880 (Map 1055) of Land Court Application 1069;

5. Thence along same, on a curve to the left with a radius of 430.00 feet, the chord azimuth and distance being: 185° 26' 30" 148.48 feet;

6. 175° 30' 84.32 feet along same;

7. 265° 30' 3,562.61 feet along the remainders of Lots 13880 and 13831 (Map 1055) and Lot 13884 (Map 1056) of Land Court Application 1069;

8. Thence along the remainder of Lot 13884 (Map 1056) of Land Court Application 1069, on a curve to the left with a radius of 1,409.00 feet, the chord azimuth and distance being: 251° 50' 24" 665.50 feet;

ControlPoint Surveying, Inc.
1150 South King Street, Suite 102
Honolulu, Hawaii 96814

9. Thence along the West side of Barbers Point NAS Access Road (Project No. D-AD-1(2)), on a curve to the left with a radius of 2,077.19 feet, the chord azimuth and distance being: 323° 50' 02" 386.19 feet;

10. 318° 30' 1,205.19 feet along same to the point of beginning and containing an area of 151.009 acres.

WILFRED Y.K. CHIN
LICENSED PROFESSIONAL LAND SURVEYOR
No. 3499
HAWAII, U.S.A.

Wilfred Y.K. Chin

November 12, 2004
Honolulu, Hawaii

Wilfred Y.K. Chin
Licensed Professional Land Surveyor
Certificate Number 3499
License Expires 4/06

ControlPoint Surveying, Inc.
1150 South King Street, Suite 102
Honolulu, Hawaii 96814

EXHIBIT A-2

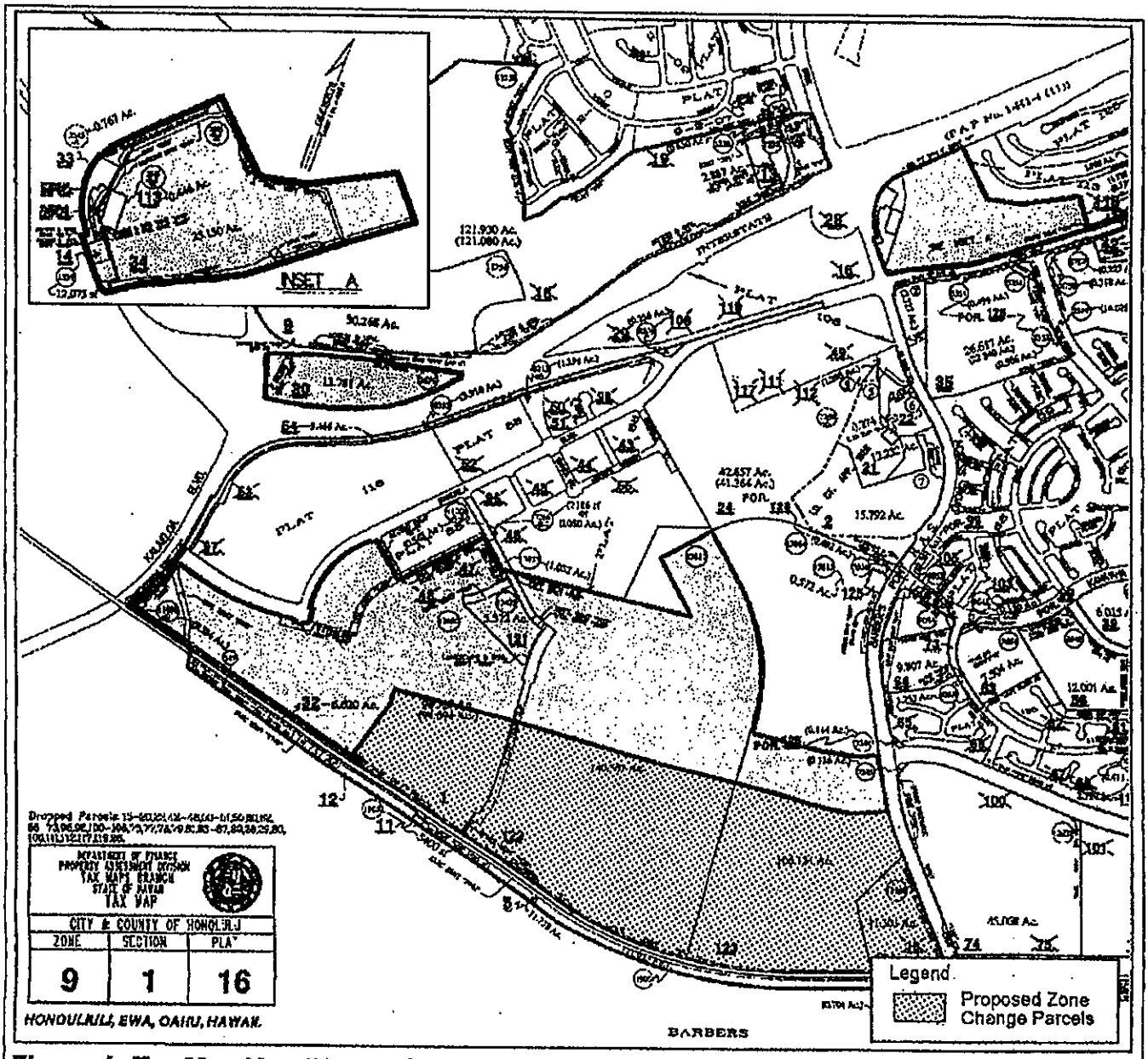


Figure 1: Tax Map Key (Not to Scale)

EXHIBIT A-3

All of those certain parcels of land situate at Honouliuli, City and County of Honolulu, Island of Oahu, State of Hawaii, more particularly described as follows:

Lot	Map	Certificate of Title	Owner
Lot 13880 (portion)	Map 1055	493,720	Trustees under the Will and of the Estate of James Campbell, Deceased
Lot 13883	Map 1055	493,720	Trustees under the Will and of the Estate of James Campbell, Deceased
Lot 15685 (portion)	Map 1208	493,720	Trustees under the Will and of the Estate of James Campbell, Deceased

End of Exhibit A-3

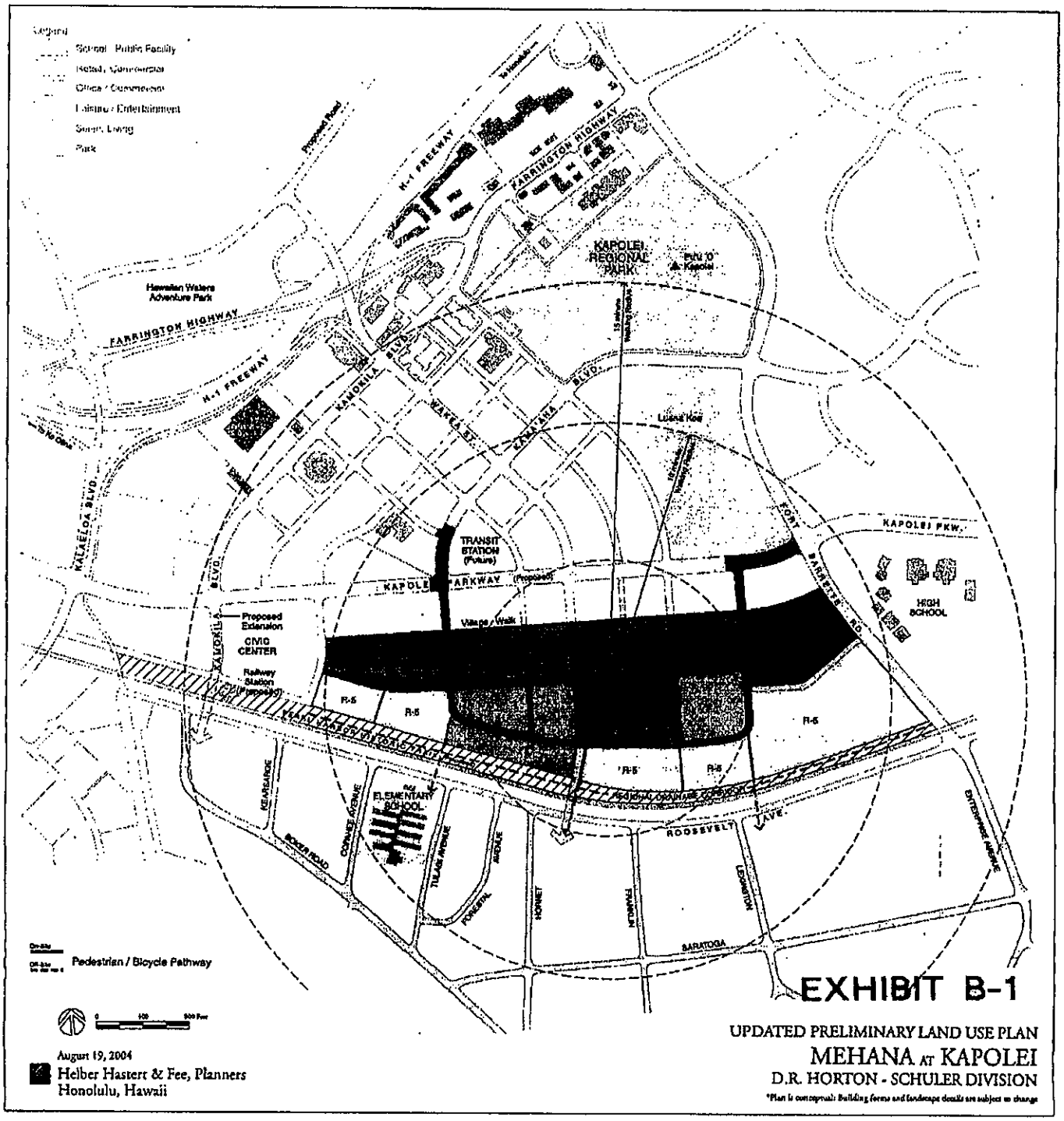


EXHIBIT B-1

UPDATED PRELIMINARY LAND USE PLAN

MEHANA AT KAPOLEI

D.R. HORTON - SCHULER DIVISION

*Plan is conceptual: Building forms and landscape details are subject to change

August 19, 2004

Helber Hastert & Fee, Planners
Honolulu, Hawaii

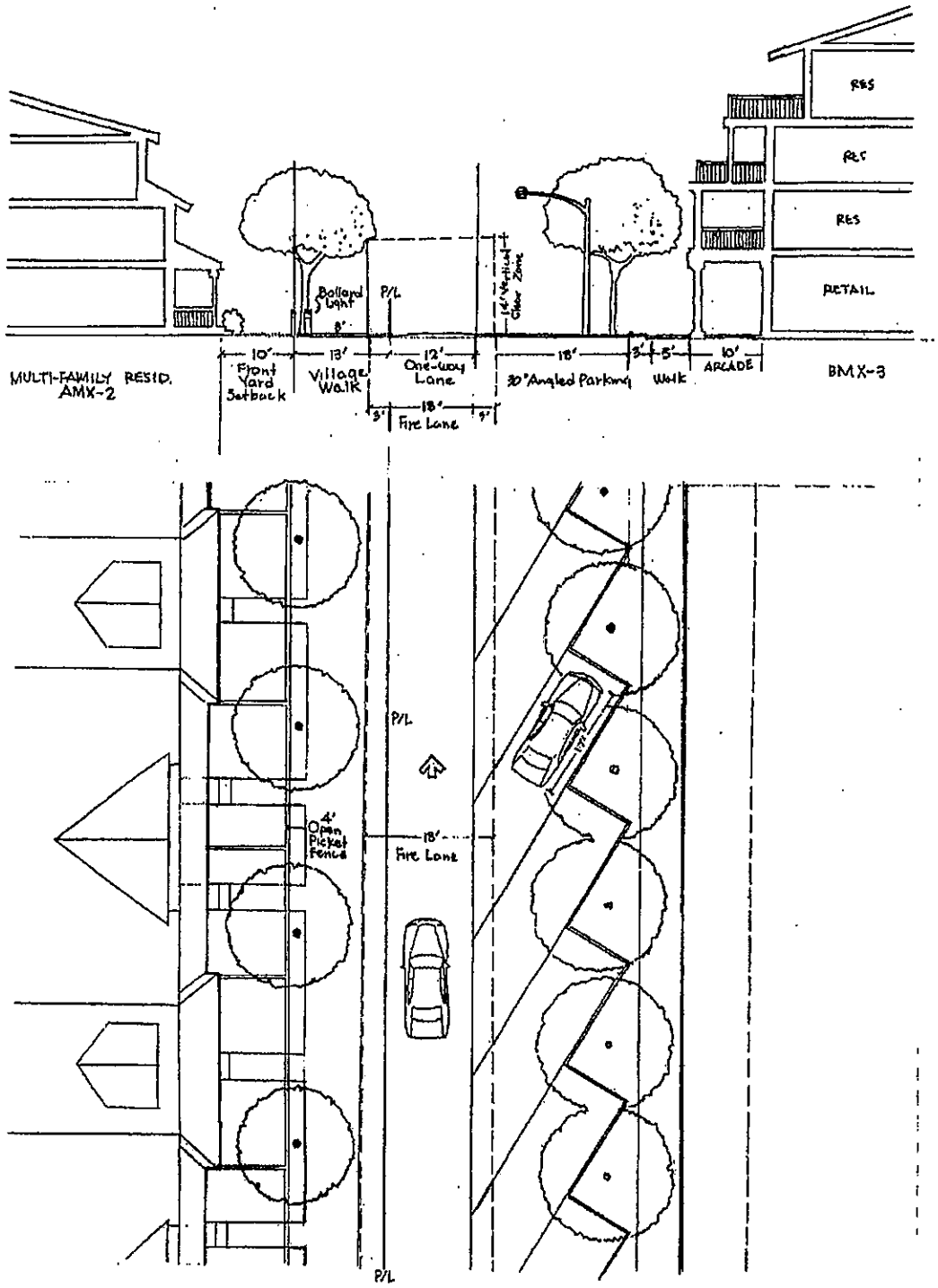


EXHIBIT B-2

VILLAGE WALK CONCEPT PLAN A

MEHANA AT KAPOLEI

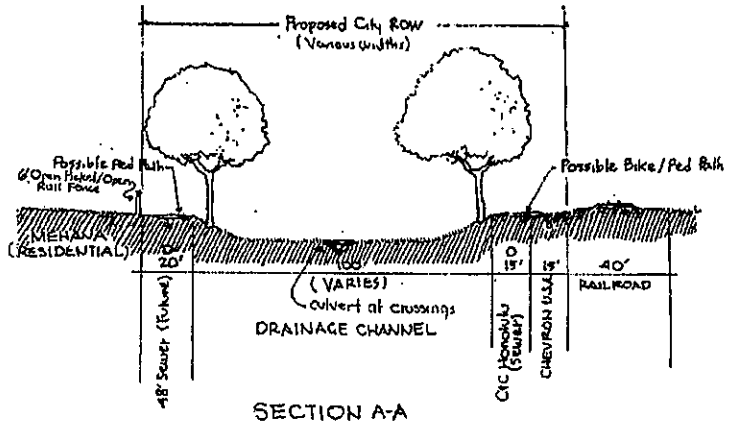
D.R. HORTON - SCHULER DIVISION

*Plan is conceptual: Building forms and landscape details are subject to change

0 5 10 Feet

August 19, 2004

Helber Hastert & Fee, Planners
Honolulu, Hawaii



SECTION A-A

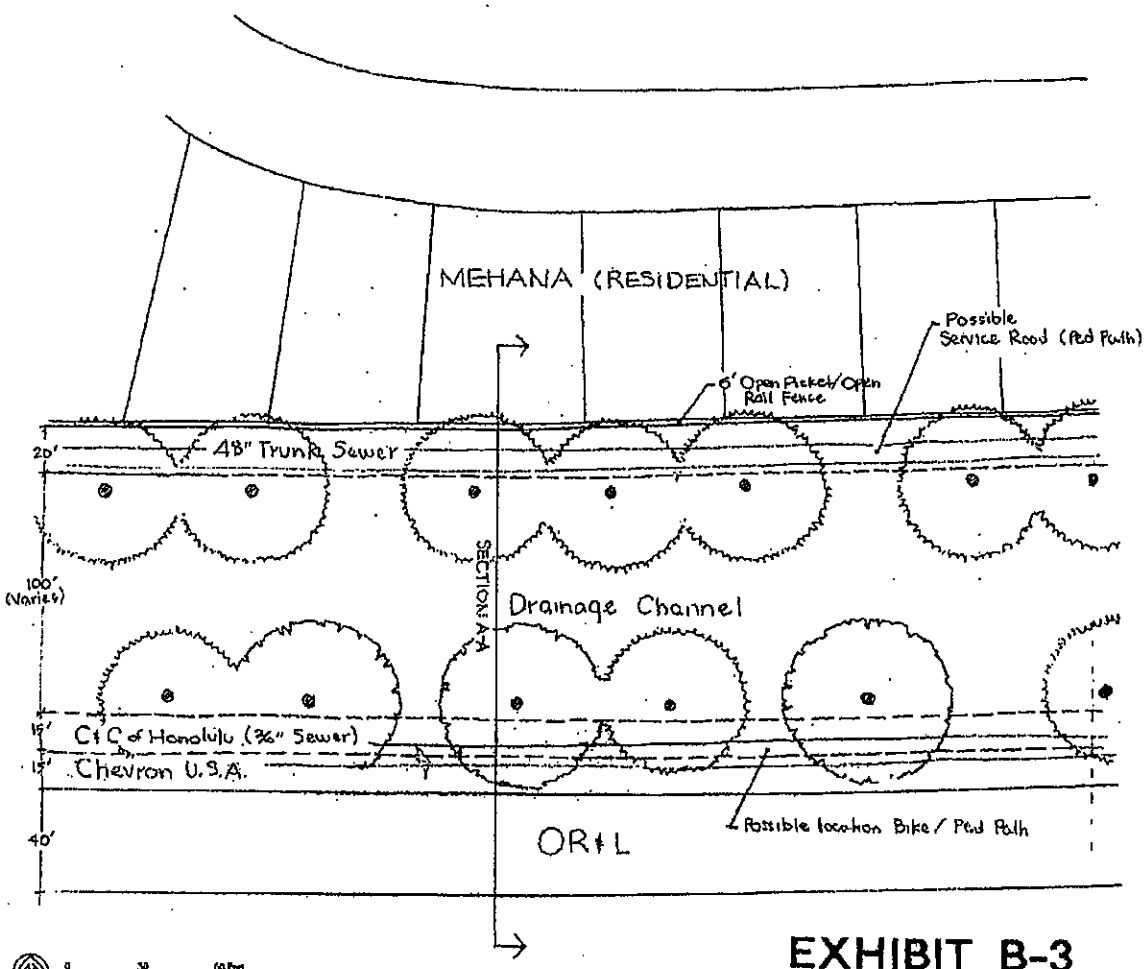


EXHIBIT B-3

DRAINAGE CORRIDOR CONCEPT PLAN
MEHANA AT KAPOLEI
D.R. HORTON - SCHULER DIVISION

*Plan is conceptual: Building forms and landscape details are subject to change

Revised August 27, 2004
~~August 19, 2004~~

Helber Hastert & Fee, Planners
Honolulu, Hawaii

EXHIBIT C-1

D·R·HORTON · DHI NYSE
America's Builder
SCHULER DIVISION

MICHAEL T. JONES
PRESIDENT

August 26, 2004

Mr. Bill Balfour, Director
Department of Parks and Recreation
City and County of Honolulu
Kapolei Hale
1000 Uluohia Street #309
Kapolei, Hawai'i 96707

Mehana at Kapolei
Neighborhood Park Dedication Recommendation

Dear Mr. Balfour,

Thank you very much for your time and advice at our August 12, 2004 meeting, to discuss Mehana's proposed neighborhood park. It will play a vital role in establishing Mehana as a desirable place to live and we look forward to working with the City and County to create a first class park for the community.

I have enclosed a copy of the conceptual park plan we reviewed with you and your staff, for your records. Based on our representations at the meeting, you indicated that your department would recommend that the approximately 4.5-acre park area be accepted by the City and County for park dedication purposes. We request your acknowledgment of this recommendation be forwarded to the Department of Planning and Permitting relative to the pending Mehana Zone Change application (DPP File No. 2004/Z-5).

It is our intention to grade, grass and irrigate the 4.5 acre park site and dedicate the park to the City. The other improvements, such as the parking lot, restrooms, children's play structure and basketball/volleyball courts will be constructed by the City & County.

As discussed at the meeting, we are considering the possibility of constructing some or all of the park improvements—according to a mutually acceptable plan. It is our understanding that these improvements could be credited towards any outstanding or future on- or off-site park dedication requirements.

Please call me or Harvey Goth with any questions or concerns.

Sincerely,

Enclosure: Neighborhood Park Conceptual Plan (August 19, 2004)

cc: Tom Fee
Keith Kurahashi
Bob Bruhl
Eric Crispin/Director of DPP

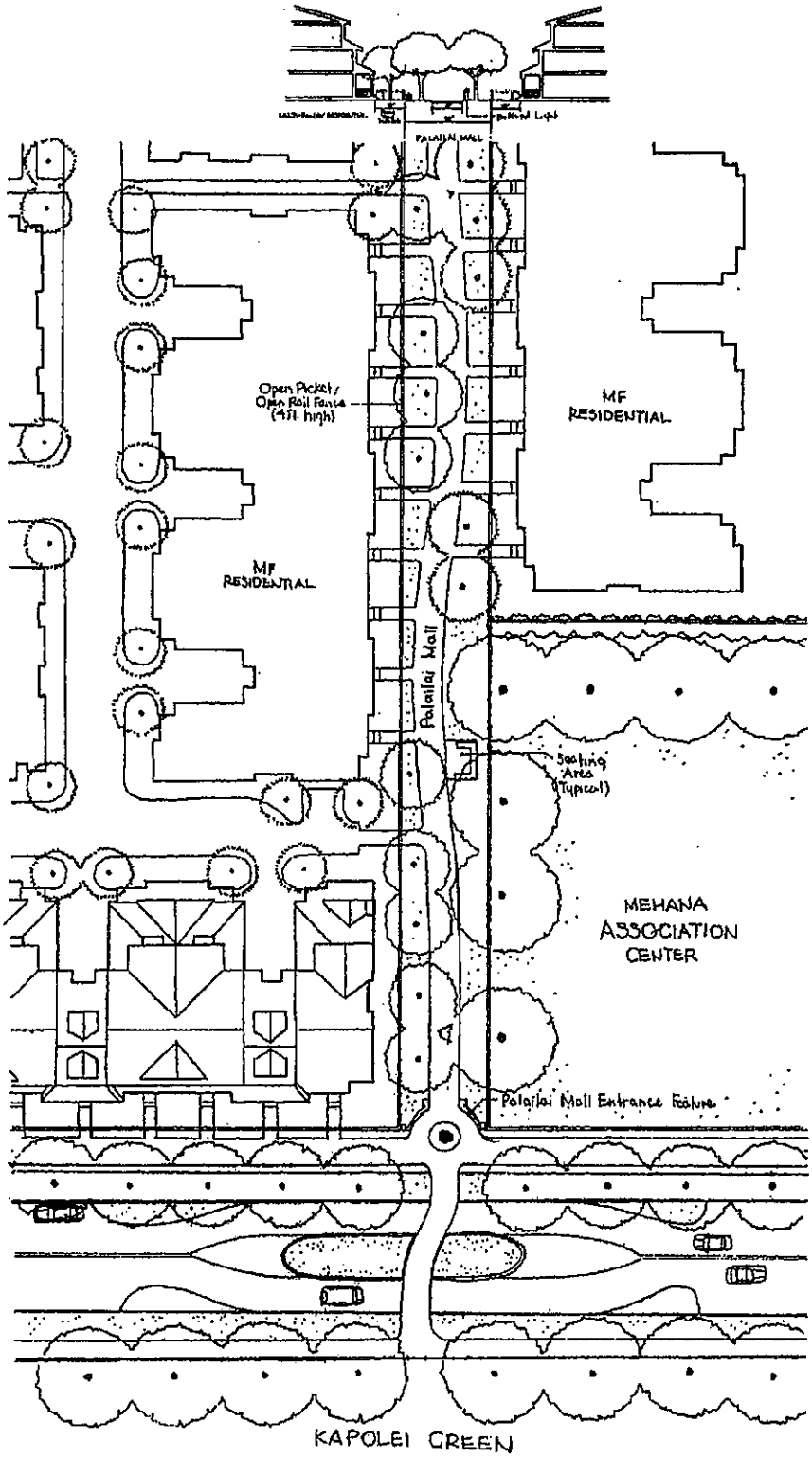


EXHIBIT B-4

PALAILAI MALL CONCEPT PLAN
MEHANA AT KAPOLEI
D.R. HORTON - SCHULER DIVISION

*Plan is conceptual; Building forms and landscape details are subject to change

August 19, 2004
Helber Hastert & Fee, Planners
Honolulu, Hawaii

EXHIBIT C-1

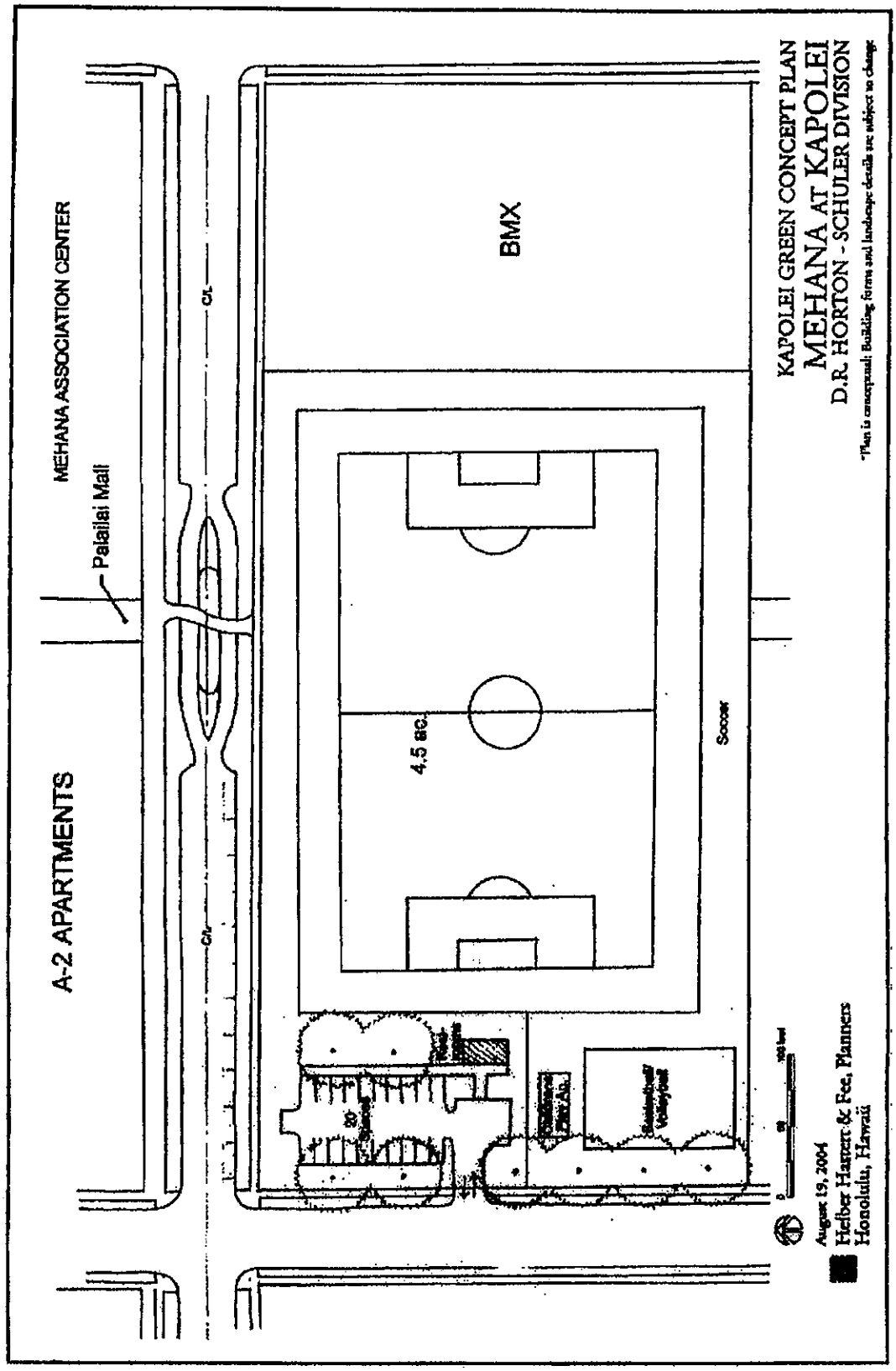

KAPOLEI GREEN CONCEPT PLAN
MEHANA AT KAPOLEI
D.R. HORTON - SCHULER DIVISION
*Plan is conceptual; Building forms and landscape details are subject to change
BMX
Soccer
4.5 sec.
MEHANA ASSOCIATION CENTER
Palailai Mall
A-2 APARTMENTS
CL
CL
August 19, 2004
Helber Hastert & Fee, Planners
Honolulu, Hawaii

EXHIBIT C-2

DEPARTMENT OF PARKS AND RECREATION

CITY AND COUNTY OF HONOLULU

KAPOLEI HALL, 1000 ULUOHIA STREET, STE. 309 • KAPOLEI, HAWAII 96707
PHONE: (808) 692-5561 • FAX: 692-5131 • INTERNET: www.co.honolulu.hi.us

JEREMY HARRIS
MAYOR

WILLIAM D. BALFOUR, JR.
DIRECTOR

EDWARD T. "SHAPPA" DIAZ
DEPUTY DIRECTOR

September 13, 2004

Mr. Michael T. Jones, President
DR Horton
828 Fort Street Mall, 4th Floor
Honolulu, Hawaii 96813

Dear Mr. Jones:

Thank you for your letter of August 26, 2004, confirming what was discussed at our August 12, 2004, meeting on the proposed Mehana Neighborhood Park.

By copy of this letter, we are recommending to the Department of Planning and Permitting, to accept the 4.5 acre park for park dedication purposes relative to the Mehana Zone Change application (DPP File No. 2004/Z-5).

Should you need further assistance, please contact Mr. Dexter Liu, Leeward Oahu District Manager, at 675-6030.

Sincerely,

W. D. Balfour Jr.

WILLIAM D. BALFOUR, JR.
Director

WDB:kt
(74605)

cc: Department of Planning and Permitting

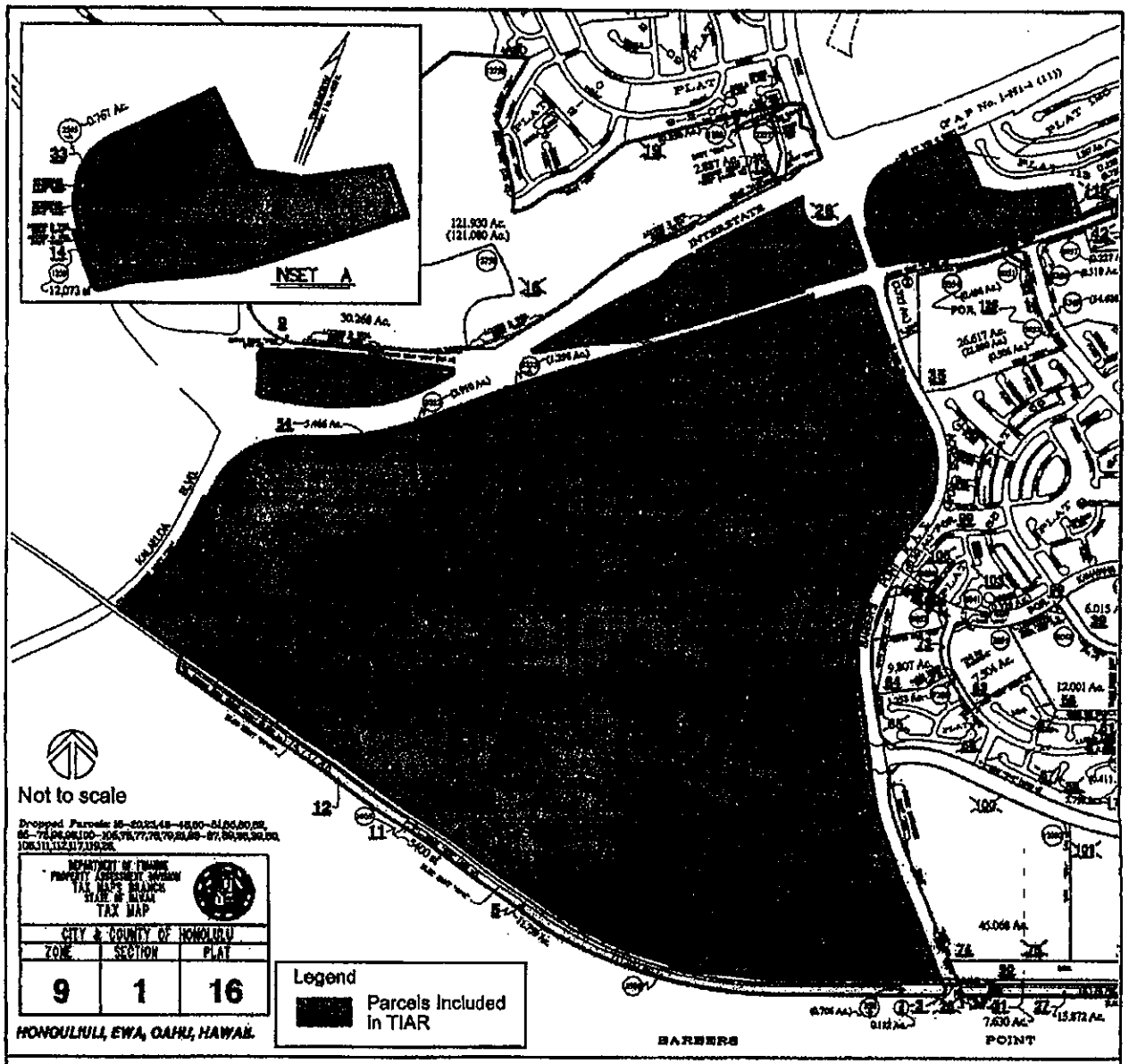


Exhibit D: TIAR Area

Kapolei Property Development, LLC

November 10, 2004
Helber Hastert & Fee, Planners, Inc.

EXHIBIT W
(Solid Waste Management Plan)

The Association and all Owners shall comply with the approved solid waste management plan. A copy of the management plan is attached hereto as Exhibit "W".

EXHIBIT W

SOLID WASTE MANAGEMENT PLAN
MEHANA AT KAPOLEI

(As developed in consultation with the State of Hawaii, Department of Health, Solid Waste Management Branch, December 2006)

Recycling of materials (construction and established development on going use) is the primary goal of the Mehana at Kapolei Solid Waste Management Plan. To that end the following recommendations are being provided to contractors, homeowners and AOAO's for the project:

1. Gypsum and plaster are not subject to recycling since there are no current facilities to permitted to accept gypsum board. Should recycling facilities be available in the future, recycling is encouraged.
2. Treated wood wastes are not subject to recycling and should be disposed of at an approved Landfill. PVT is a currently approved landfill. Should recycling facilities be available in the future, recycling is encouraged.
3. Non-reusable glass shall be properly disposed. PVT is a currently approved disposable location.
4. Reuse of glass in a reusable form is encouraged. Currently (on Oahu) glass bottles are only accepted for recycling.
5. Non-ferrous metals including uncontaminated brass, copper or aluminum should be recycled. Current facilities recovering non-ferrous metals are: C. M. Recycling, LLC; Hans Metals; Okuda Metals; Reynolds Recycling and Island Recycling.
6. Paper products including white or colored paper, newsprint and cardboard should be recycled. Current facilities recycling paper products are Honolulu Recovery and Island Recycling.
7. Green waste products generated during construction and ongoing maintenance should be delivered to composting materials when feasible. Current facilities accommodating composting include Hawaiian Earth Products.
8. Provide opportunities for residents to recycle. This will be primarily accommodated by encouraging/endorsing property owners to participate with City and County recycling programs that become available. Association newsletters can be used to inform residents.

(Note: This Solid Waste Management Policy has been developed in consultation with the State of Hawaii Department of Health Solid Waste Management Branch based on December 27, 2006 correspondence. Materials subject to recycling and approved recyclers identified above are subject to change. This plan is not intended to be in conflict with any other solid waste management policies including those of the City and County of Honolulu with respect to construction and or City and County of Honolulu existing or future residential or commercial recycling plans)