

IMPORTANT - - Read This Developer Prepared Report Before Buying

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

SECOND AMENDED DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	'A'ALI'
Project Address	987 Queen Street, Honolulu, HI 96814
Registration Number	8029
Effective Date of Report	November 30, 2020
Developer(s)	AALII, LLC

Preparation of this Report

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes ("HRS"), as amended from time to time. The law defines "material facts" as "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 ("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, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to immediately submit 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; however, a purchaser may have rights to cancel or rescind a sales contract under specific circumstances.

For all sales information, please contact the Developer and real estate broker on page 9.

Individuals with special needs may request this material by calling the State of Hawaii Real Estate Commission at 586-2644.

Special Attention - - Significant Matters

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 are 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.

1. **Project Information.** The Project is located in Kaka'ako in the City and County of Honolulu ("County"), State of Hawaii. The Project is currently expected to consist of seven hundred fifty-one (751) Residential Units and one (1) Commercial Unit, for a total of seven hundred fifty-two (752) units located in a single forty-two (42) story building (Levels 1 through 42) as set forth in the Declaration and shown on the Condominium Map. One hundred fifty (150) Residential Units will be sold as Reserved Housing Units to qualified purchasers who meet certain eligibility requirements, as more particularly described in Paragraph 12 below. The remaining six hundred and one (601) Residential Units will be offered and sold as market-priced units and will not be subject to the use, sales, and transfer restrictions described in Paragraph 12 below.
2. **Ward Village; Master Planned Community.** The Project is one of multiple high-rise condominium projects anticipated to be developed as part of a master planned community called "Ward Village" by Victoria Ward, Limited, the "Master Declarant" or its affiliates. The Project will be part of this urban, mixed-use master development located in central Kaka'ako, City and County of Honolulu, Hawaii. There is no guaranty that all of the planned towers, parks, and amenities will be constructed, and the Master Declarant has the reserved right to make changes to Ward Village as described in Exhibit "N" attached hereto. If this right is exercised, it could result in the area being developed in ways significantly different from current plans.

Being a part of "Ward Village," the Project is subject to the Community Covenants for Ward Village ("Master Declaration") and By-Laws of Ward Village Owners Association ("Master By-Laws"), and the Ward Village Rules ("Master Rules"), as the same may be amended and/or supplemented from time to time, and all rules and regulations promulgated thereunder, including, without limitation, any assessments, voting rights, design restrictions, and the design review process set forth therein, if applicable. By acquiring an interest in the Project, each owner agrees to carefully review, observe, and comply with all covenants, conditions, restrictions, and other requirements to which the Project is subject under the Master Declaration and Master By-Laws, including membership in the Ward Village Owners Association ("Master Association") and the payment of such sums as may be assessed pursuant to such Master Declaration or Master By-Laws ("Master Assessments") for the Project's share of common expenses for Ward Village. Failure to pay Master Assessments may result in a lien on the owner's unit. Further, Developer shall have the reserved right, without the consent of any owners or such owners' mortgagees, to amend the Declaration for the Project and to enter into any agreements and to grant easements and to do all things necessary and convenient to effect and implement the purposes of the Master Declaration, Master By-Laws, and Master Rules and to execute, file, and deliver any and all documents necessary to effect the same, including, but not limited to, any amendments to the Declaration and to the Condominium Map for the Project. This summary is not exhaustive, and the Master Declarant has other reserved rights and easements pursuant to the Master Declaration and

Master By-Laws. Exhibit "N" contains a summary of the rights of the Master Declarant pursuant to the Master Declaration, Master By-Laws, and Master Rules.

3. **Hawaii Community Development Authority (HCDA); Kaka'ako Community Development District Mauka Area Plan Rules; Planned Development Permits and Agreements.** The Project and Ward Village are located within the Kaka'ako Community Development District and the Project is subject to the jurisdiction of the Hawaii Community Development Authority ("HCDA") and the District Mauka Area Plan Rules. The Project will be developed subject to and in compliance with the terms of various permits and agreements by and/or between the Master Declarant, Developer, or Developer's predecessors in interest, and HCDA (collectively, "HCDA Agreements"). Some of these HCDA Agreements impose certain responsibilities and limitations on owners within Ward Village pertaining to design, alteration, and use of the master development areas. Exhibit "M" of this Developer's Public Report contains a summary of the more salient permits and/or agreements. Purchasers, however, should review all agreements and permits noted on Exhibit "M" for a comprehensive understanding of such responsibilities and limitations. Note that HCDA may impose district-wide improvement assessments in the future. Developer is not currently aware of any proposed assessments that have not been disclosed to prospective purchasers.
4. **Dispute Resolution Procedures.** The Declaration and specimen Purchase Agreement & Deposit Receipt ("Purchase Agreement") for the Project provide for "Disputes" (as defined in said documents) to be resolved pursuant to certain dispute resolution procedures, as set forth in said Declaration and specimen Purchase Agreement. Such procedures require purchasers to waive certain rights, including, without limitation, the right to a jury trial with respect to any "Dispute" and any and all rights to recover certain punitive, consequential or exemplary damages, or treble or other multiple damages provided for by any statute or rule. Purchasers should carefully review Articles XXXIX, XLII and XLVI of the Declaration for more information. A summary of the dispute resolution procedures contained in the specimen Purchase Agreement is set forth in Exhibit "I" of this Developer's Public Report.
5. **Honolulu Rail Transit Project and HART Condemnation.** The Honolulu Rail Transit Project ("Rail Project") is a proposed 20-mile elevated rail line with twenty-one (21) stations that is not yet complete. The County, acting by and through the Honolulu Authority for Rapid Transportation ("HART"), filed an Amended Notice of Pendency of Action regarding the condemnation of easements for the Honolulu Rail Transit project. See Exhibit "F", items 10 and 16. The action was filed against various entities to acquire properties, including an easement on the land on the mauka (mountain) side of the Project for HART's rail development.

Being in such close proximity to the tower, the Rail Project is likely to cause noise, dust, vibrations, traffic congestion, view impairment, and/or other inconveniences or nuisances associated with its development, construction, and operation ("Rail Effects"). By signing and accepting the Unit Deed, Purchaser accepts the Rail Effects and waives any claims or rights of action or suits against Seller or Seller's successors and assigns arising from any impairment of Purchaser's use and enjoyment of the Unit or the Project, or from any inconvenience, property damage or personal injury arising directly or indirectly from the Rail Effects.

6. **Reserved Rights of Developer.** Exhibit "G" to this Public Report sets forth a summary of certain reserved rights of Developer. These rights will continue even after completion of the Project and closings of the sales of units. Prospective purchasers should make careful review of Exhibit "G" attached hereto and the Declaration to fully understand the potential impacts of the Developer's reserved rights. Generally, changes, if made, to the Project as a result of the Developer's exercise of its reserved rights are not "material changes" that will permit a purchaser to rescind a Purchase Agreement. By signing a Limited Warranty Unit Deed, Encumbrances and Reservations of Rights with Power of Attorney, a purchaser consents to the exercise by Developer of any of Developer's reserved rights and the appointment of Developer as the purchaser's attorney-in-fact. See Section D of Exhibit "L" for more information.

7. **Warranties.** Developer is developing the Project, but it is not the general contractor or an affiliate of the general contractor building the Project. Developer makes no warranties, express or implied, about the Units or the Project, or about consumer products or anything else installed or contained in the Units or the Project. This includes, but is not limited to, warranties of merchantability, habitability, workmanlike construction, fitness for a particular purpose, or sufficiency of design. Upon closing, Developer shall assign to a purchaser any and all warranties given to Developer by the general contractor for the Project ("Contractor") and by any subcontractor or materialmen, including the Contractor's guarantee of materials and workmanship against faulty or deficient materials installed for a period of one (1) year after "Substantial Completion" of the Unit, as defined in the construction contract for the Project. See Section 5.4 on pages 13 and 13a of this Public Report for more information.
8. **Commercial Director Consent Rights.** The Commercial Director (who is the Director elected to the Board by the Commercial Unit Class) has certain consent rights as to certain aspects of the Project. For instance, the consent of the Commercial Director is required where capital upgrades are contemplated for the Project.
9. **Limitation of Purchaser's Recovery in the Event of a Default.** If Developer defaults under the Purchase Agreement, the purchaser must provide notice of such default to Developer. If Developer fails to cure the default within thirty (30) calendar days after it receives notice of the default, and if the purchaser is not then in material default under the Purchase Agreement, then the purchaser may terminate the Purchase Agreement and receive a refund of payments made under the Purchase Agreement together with any interest earned thereon.
10. **Views.** Each owner acknowledges that there are no protected views in the Project, and the units are not assured the existence or unobstructed continuation of any particular view. Any view from a unit is not intended as part of the value of the unit, and is not guaranteed, and Developer makes no representation or warranty regarding whether a unit will continue to have the same view or any view; and Developer makes no representation whatsoever as to the effect of the view or lack thereof on the value of a unit. The views from a unit or the Project will likely change, be affected by, or obstructed by: (a) construction or installation of buildings, improvements, structures, walls, and/or landscaping by Developer or owners of property outside the Project; and/or (b) the growth of trees, landscaping, and/or vegetation within or outside the Project; and/or (c) the planned elevated rail transit project, which may be located in the vicinity of the Project.
11. **Queen Street; Ownership Dispute.** The ownership of certain portions of Queen Street is currently under dispute. Depending on the result of said disputes, it is possible, though unlikely, that access to and from the Project from Queen Street may not be available. In such event, Owners will have access to and from the Project via Auahi Street (via Private Driveway 1) and via Kamake'e Street (via Private Driveway 2). Developer strongly disputes the allegations being made by others regarding their alleged ownership of said roadway areas and intends to continue to monitor the actions until they are resolved.
12. **Reserved Housing Units.** Pursuant to that certain Planned Development Permit No. KAK 16-075 issued by HCDA on January 4, 2017, during the required offering period, Developer designated one hundred fifty (150) Residential Units in the Project to be initially sold as reserved housing units ("Reserved Housing Units") for purchase by persons who meet certain eligibility requirements under Title 15, Subtitle 4, Chapter 22 of the Hawaii Administrative Rules (the "Mauka Area Rules"), as determined by HCDA. The sale of the Reserved Housing Units is subject to the jurisdiction of HCDA and the terms and restrictions of the Mauka Area Rules, which include, without limitation, residency requirements, income and asset limits, occupancy requirements, HCDA buy-back rights, and shared equity requirements. PURCHASERS WHO WISH TO PURCHASE A RESERVED HOUSING UNIT SHOULD CONSULT WITH DEVELOPER TO DETERMINE IF RESERVED HOUSING UNITS HAVE BEEN DESIGNATED BY DEVELOPER AND ARE CURRENTLY BEING OFFERED FOR SALE, AND TO FURTHER DETERMINE APPLICABLE ELIGIBILITY REQUIREMENTS AND OWNERSHIP

RESTRICTIONS TO QUALIFY FOR THE PURCHASE OF A RESERVED HOUSING UNIT PRIOR TO SIGNING A PURCHASE AGREEMENT FOR A RESERVED HOUSING UNIT.

13. **Smoking; Limitations.** To promote the quality of air and the health and safety of residents, the Project is designated as a smoke-free area. As such, smoking is not permitted anywhere on the premises, including, without limitation, the Units and Limited Common Elements appurtenant thereto, and the common areas of the Project, which include, without limitation, any lobbies, hallways, elevators, corridors, stairwells and waiting areas, the Recreational Amenities and Amenity Deck, and the Parking Structure. For purposes of this section, "smoke" or "smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigarette, cigar, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation. "Smoking" also includes the use of an electronic smoking device, which means any device that can be used to deliver aerosolized or vaporized nicotine to the person inhaling the device, including, but not limited to, a-cigarettes, a-cigars, e-pipe, vape pen or e-hookah. Developer currently intends to identify a designated smoking area within the Project at a later date. In such event, any and all smoking activities shall be contained within such designated smoking area. There is no guarantee, however, that a designated smoking area will be identified within the Project. Owners shall inform their tenants, guests, invitees and licensees of this smoke-free policy. See the First Amendment to Declaration of Condominium Property Regime of Aalii dated October 24, 2017, recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau") as Document No. A-65070806, which adds Section F.10.d to Article XXXVIII of the Declaration.
14. **Trash Chutes.** There are two (2) trash chutes in the Project, as depicted on the Condominium Map. One trash chute is located on the southwest (Ewa/Makai) end of the podium and services those Units located on Levels 2 through 7 of the Project. The second trash chute is located on the northeast (Diamond Head/Mauka) end of the Tower and services those Units and Recreational Amenities located on Levels 2 through 42 of the Project.
15. **Affiliated Broker and Deed Preparation Disclosure.** The Howard Hughes Corporation is the parent company of both the Project Broker and the Developer. Also, Seller, or an affiliated entity, will prepare the Unit Deeds for conveyance of the Unit from Seller to Purchaser inhouse and will charge a fee for such service. The estimated deed fee for preparation shall be \$500.00, plus tax, and will be disclosed on Purchaser's closing statement. Purchaser should carefully review the Unit Deed with Purchaser's legal counsel prior to executing the same.
16. **Public Facilities Dedication for Public Purpose.** Victoria Ward, Limited, a Delaware corporation ("Declarant"), as the previous fee owner of the Project land, dedicated use of portions of the Project land ("Public Area") as described in Exhibit A and shown on Exhibit B to the Declaration of Restrictive Covenants (Public Facilities Dedication), dated October 25, 2018, recorded at the Bureau as Document No. A-68720609 ("Declaration of Restrictive Covenants"), for public purposes. The Public Area, however, may be relocated to a different portion of the Project land with the consent of HCDA. The Public Area shall be improved, maintained and used for public purposes commencing on the date that a certificate of occupancy is issued for the Project and shall continue in perpetuity unless the Declaration of Restrictive Covenants is repealed with the consent of HCDA or automatically terminates as to such portions of the Public Area that are conveyed by perpetual easement or in fee to the City and County of Honolulu or the State of Hawaii. The obligations, rights, reservations and easements of Declarant under the Declaration of Restrictive Covenants, including the obligations to provide capital improvements, day to day maintenance and security in the Public Area, may be transferred to Developer or the Association with the consent of HCDA.
17. **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.

SEE BOX A ON PAGE 16 AND SECTION 6 ON PAGES 19 THROUGH 19e IN THIS REPORT FOR OTHER SIGNIFICANT MATTERS AND IMPORTANT DISCLOSURES THAT SHOULD BE CAREFULLY REVIEWED BY PURCHASER.

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General Information On Condominiums

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, HRS, 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.

For more general information on condominiums, please go to <http://www.hawaii.gov/hirec>. Contact the Hawaii Real Estate Commission's Condominium hot line at (808) 586-2644 from 9:00 AM to 3:00 PM, Monday through Friday. Contact the Developer and real estate broker on page 9 for any sales information.

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

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	987 Queen Street, Honolulu, Hawaii 96814
Address of Project is expected to change because (describe)	n/a
Tax Map Key (TMK)	(1)2-3-002: 107
Tax Map Key is expected to change because (describe)	
Land Area (square feet or acres)	Approximately 91,967 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

1.2 Buildings and Other Improvements

Number of Buildings	1
Floors Per Building	42 floors
Number of New Building(s)	1
Number of Converted Building(s)	0
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Concrete, glass, steel

1.3 Unit Types and Sizes of Units

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

752* **Total Number of Units**

*There are 751 Residential Units and 1 Commercial Unit.

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

1.4 Parking Stalls

Total Parking Stalls in the Project:	904 (not including loading stalls)
Number of Guest Stalls in the Project:	15
Number of Parking Stalls Assigned to Each Unit:	Varies*
Attach Exhibit "A" & "A-1" specifying the parking stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact, or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. The Developer has the reserved right to re-designate Limited Common Element parking stalls among Units it owns.	

1.5 Boundaries of the Units

Boundaries of the unit: See Exhibit "B"

1.6 Permitted Alterations to the Units

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

1.7 Common Interest

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 the Declaration, is:
Described in Exhibit "A".
As follows:

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

<input checked="" type="checkbox"/>	Swimming pool (2 – Main Pool and Keiki Pool)
<input type="checkbox"/>	Laundry Area
<input checked="" type="checkbox"/>	Storage Area (Bike and surfboard storage area on Level 1; Unit Limited Common Element Storage spaces**)
<input type="checkbox"/>	Tennis Court
<input checked="" type="checkbox"/>	Recreation Area (Level 8 Amenity Deck; Recreational Amenities on Level 42)
<input checked="" type="checkbox"/>	Trash Chute/Enclosure(s)
<input checked="" type="checkbox"/>	Exercise Room (Fitness Center and Yoga Room on Level 42)
<input checked="" type="checkbox"/>	Security Gate
<input checked="" type="checkbox"/>	Playground
<input checked="" type="checkbox"/>	Other (describe): Dog Run on Level 1; lounge area and event spaces on Level 42

Section 1.4 Parking Stalls:

* Purchasers may have the option of decoupling any parking stall(s) which are contemplated for a Residential Unit from said Residential Unit at the time of unit selection and entering into a Purchase Agreement. In such event, there will be no Unit Limited Common Element parking stall(s) appurtenant to such Residential Unit.

Section 1.8 Recreational and Other Common Facilities:

*These are the amenities the Developer intends to initially offer. The Developer has the reserved right to not build or provide certain amenities, or to change the amenities and the services initially described herein and in the Condominium Documents.

**Tower storage and storage rooms in the Project are currently Unit Limited Common Elements appurtenant to the Commercial Unit (Unit No. C-100). During the sales process, Developer intends to re-designate certain storage areas from Unit Limited Common Elements to Unit No. C-100 to be Unit Limited Common Elements appurtenant to other Residential Units in the Project as the areas are purchased by owners. Parking storage located above parking stalls shall become a Unit Limited Common Element together with the designated parking stalls to the specific Unit set forth in Exhibit "B". A Residential Unit Limited Common Element parking stall shall not be separated from its adjoining overhead parking storage. Any Residential Unit Limited Common Element parking stall must be reassigned and exchanged together with its adjoining overhead parking storage, and similarly, any overhead parking storage must be reassigned and exchanged together with its adjoining Residential Unit Limited Common Element parking stall.

1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.	
Described in Exhibit "E"	
Described as follows:	
Common Element	Number
Elevators	7 (6 Tower, 1 podium)
Stairways	4
Trash Chutes	2 (1 Tower, 1 podium)

1.10 Limited Common Elements

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

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.	
<input checked="" type="checkbox"/>	Pets: Dogs, cats or other typical household pets and service animals are permitted in the Residential Units pursuant to the limitations in the Declaration and House Rules (see Exhibit "K")
<input checked="" type="checkbox"/>	Number of Occupants: See Declaration, Section VII.C.3. For Reserved Housing Units, additional occupancy requirements under the Mauka Area Rules may apply.
<input checked="" type="checkbox"/>	Other: Restrictions on Home-based businesses; Smoking is not permitted in any Unit or Limited Common Element appurtenant thereto, including, without limitation, the lanais, or in any common area of the Project. See Page 1d, Paragraph 13 of this Developer's Public Report for more information. (see Exhibits "K" and "D").
<input type="checkbox"/>	There are no special use restrictions (See Exhibit "D" for special use restrictions)

1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).	
Exhibit "F" describes the encumbrances against title contained in the title report described below.	
Date of the title report: October 20, 2020	
Company that issued the title report: Title Guaranty of Hawaii, LLC	

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning						
	Zoning/Type of Use	No. of Units	Use Permitted by Zoning		Zoning District	No. of Spatial
<input checked="" type="checkbox"/>	Residential	751	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	HCDA; MUZ-R*	
<input type="checkbox"/>	ADU/Ohana		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Mix Residential/Commercial		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	HCDA/ MUZ-R*	
<input checked="" type="checkbox"/>	Commercial	1	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	HCDA; MUZ-R*	
<input type="checkbox"/>	Hotel/Resort		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Preservation/Recreational		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Other (Specify):		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Variances to zoning code have been granted.			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		
Describe any variances that have been granted to zoning code			See Exhibit "M"			

*The Project is located within the Kaka'ako Community District and is subject to the jurisdiction of Hawaii Community Development Authority ("HCDA"). The Project is therefore not subject to County zoning but must be developed pursuant to various permits and agreements with HCDA. See Exhibit "M" for a summary of such permits and agreements.

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	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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.	<input type="checkbox"/> Applicable <input checked="" type="checkbox"/> 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	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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	<p>Name: AALII, LLC</p> <p>Business Address: 1240 Ala Moana Boulevard, Suite 200 Honolulu, Hawaii 96814</p> <p>Business Phone Number: (808) 591-8411 E-mail Address: doug.johnstone@howardhughes.com</p>
<p>Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).</p>	<p><u>Member:</u> The Hughes Corporation <u>Officers of Aalii, LLC:</u> David O'Reilly, Pres & CFO Paul Layne, CEO Peter F. Riley, Sec Bonnie Wedemeyer, VP Carlos Olea, VP David Striph, VP Doug Johnstone, VP Francis Cofran, VP Kyle Michibata, VP Race Randle, VP</p>
2.2 Real Estate Broker	<p>Name: Ward Village Properties, LLC Business Address: 1240 Ala Moana Boulevard, Suite 200 Honolulu, Hawaii 96814 Attn: Bonnie Wedemeyer Business Phone Number: (808)426-7671 E-mail Address: bonnie.wedemeyer@howardhughes.com</p>
2.3 Escrow Depository	<p>Name: Title Guaranty Escrow Services, Inc. Business Address: 235 Queen Street Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-0211</p>
2.4 General Contractor	<p>Name: Albert C. Kobayashi, Inc. Business Address: 94-535 Uke'e Street , Waipahu, Hawaii 96797</p> <p>Business Phone Number: (808)671-6460</p>
2.5 Condominium Managing Agent	<p>Name: Associa Hawaii Business Address: 737 Bishop Street, Mauka Tower, #3100 Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 836-0911</p>
2.6 Attorney for Developer	<p>Name: Nikki Senter Business Address: 1240 Ala Moana Boulevard, Suite 200 Honolulu, Hawaii 96814</p> <p>Business Phone Number: (808) 426-7790</p>

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

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

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	June 16, 2017	A-64250735A to A-64250735C

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau (First Amendment)	October 24, 2017	A-65070806
Bureau (Second Amendment)	September 6, 2018	A-68230820
Bureau (Third Amendment)	March 14, 2019	A-70160868
Bureau (Fourth Amendment)	June 3, 2019	A-71021100
Bureau (Fifth Amendment)	August 27, 2020	A-75970312

3.2 Bylaws of the Association of Unit Owners

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	October 2, 2019	A-72400471A thru A-72400471B

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau (First Amendment)	March 14, 2019	A-70160869

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	n/a
Bureau of Conveyances Map Number	5677
Dates of Recordation of Amendments to the Condominium Map: October 19, 2020	

3.4 House Rules

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

3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws, and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws, and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.		
Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

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

<input type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map, or House Rules (if any).
<input checked="" type="checkbox"/>	<p>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:</p> <p style="text-align: center;">See Exhibit "G"</p>

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

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

The Initial Condominium Managing Agent for this project is (check one):

<input checked="" type="checkbox"/>	Not affiliated with the Developer
<input type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (specify)

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 "H" contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

4.3 Utility Charges to be Included in the Maintenance Fee*

If checked, the following utilities are included in the maintenance fee:

<input checked="" type="checkbox"/>	Electricity for the common elements
<input checked="" type="checkbox"/>	Gas for the common elements (BBQ Areas on Level 8 Amenity Deck)
<input checked="" type="checkbox"/>	Water
<input checked="" type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify): Basic Internet (common area and Units); Master Association Dues.

4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:

<input checked="" type="checkbox"/>	Electricity for the Unit only
<input type="checkbox"/>	Gas for the Unit only
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify): Phone

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit "I" contains a summary of the pertinent provisions of the sales contract, including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: August 20, 2019 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit "J" contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

5.2 Sales to Owner-Occupants

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

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

5.3 Blanket Liens

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

<input type="checkbox"/>	There are no blanket liens affecting title to the individual units.
<input checked="" type="checkbox"/>	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
Mortgage	If there is a default and a foreclosure of the mortgage prior to conveyances, the purchaser may lose the right to buy a unit, but purchaser's deposits, less escrow cancellation fees, shall be refunded unless said deposits have been approved for use by Developer to pay for construction costs in accordance with Section 5.6.2 herein.

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.

Section 5.4 Construction Warranties:

Building and Other Improvements:

Developer makes no warranties or representations about the condition of the units in the Project, except as may be otherwise provided in the unit deeds (relating to warranties of title) and in the Purchase Agreement. Upon closing, Developer shall assign to purchase any and all warranties given Developer by general contractor for the Project (the "Contractor") and by any subcontractor or materialmen, including the Contractor's guarantee of materials and workmanship against faulty or deficient materials installed for a period of one (1) year after "Substantial Completion" of the Unit, as defined in the construction contract for the Project. Developer makes no warranties, express or implied, with respect to the design, condition, workmanship, materials, value or use of the Project, the unit or any common elements or anything thereon or therein.

Appliances:

Developer is not the manufacturer of furnishings and appliances that will be included with the unit and disclaims any express or implied warranty of any kind whatsoever with respect to such furnishings and appliances, including the merchantability of such furnishings and appliances or their fitness for any particular purpose. Developer will pass on any existing manufacturer's or dealer's warranties covering such furnishings and appliances to the extent that such warranties are transferrable to the purchaser.

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

Status of Construction: Construction is ongoing and is estimated to be completed in Fall 2021.
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: The Developer shall complete construction of the Unit covered by the sales contract as to provide normal occupancy of the Unit within five (5) years from the date the Purchase Agreement becomes binding.
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract: N/A

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

<input type="checkbox"/>	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.
<input type="checkbox"/>	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, or financing costs, or costs to cure violations of county zoning and building ordinances and codes or other incidental project expenses, the Developer has to meet certain requirements, described below in 5.6.1 or 5.6.2.

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 the Developer has met certain requirements, which are described below.

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

<input type="checkbox"/>	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.
	<i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i>

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

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

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

Box A <input checked="" type="checkbox"/>	<p>The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>If Box A is checked, you should read and carefully consider the following notice, which is required by law:</p> <p>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.</p>
Box B <input type="checkbox"/>	<p>The Developer has <u>not</u> submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, the Developer cannot use purchaser deposits.</p> <p>If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the 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.</p> <p>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.</p>

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

5.7 Rights Under the Sales Contract

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

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

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, 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

1. **Commencement of Maintenance Fees; Common Expenses.** DEVELOPER INTENDS TO COMMENCE THE PAYMENT OF MAINTENANCE FEES UPON UNIT CLOSING. The Developer may, however, decide to initially assume the actual Common Expenses of the Project, pursuant to Section 514B-41(b) of the Hawaii Revised Statutes ("HRS"). If Developer initially assumes all of the actual Common Expenses, the Developer shall give notice that Owners shall not be obligated for the payment of their share of the Common Expenses until such time as Developer sends to the Owners a written notice that, after a specified date, the Owners shall be obligated to pay for the portion of the Common Expenses that are allocated to their respective Units, including the Master Assessments dues.
2. **Real Property Tax Assessment.** Developer shall be responsible for any real property taxes attributable to the Residential Units prior to closing. Any real property taxes paid in advance by Developer shall be prorated as a closing cost payable by purchaser.
3. **The Commercial Unit; Operations of Commercial Unit.** The Commercial Unit is located on Level 1 of the Project. Developer intends to own the Commercial Unit and lease it to a third party for commercial and retail activities that may be open to and accessible by the public. It is not guaranteed that the Commercial Unit will continue to be used as retail space and/or be open for access by the public and/or other Unit Owners. The Commercial Unit Owner may subdivide the Commercial Unit into multiple Units pursuant to its right to do so in the Declaration. The Commercial Unit Owner may change the use of the Commercial Unit at its discretion, subject to any limitations set forth in the Declaration.
4. **Commercial Limited Common Elements and Residential Limited Common Elements.** The Commercial Unit, its undivided interest in the Common Elements, the Commercial Limited Common Elements, and the Commercial Unit Limited Common Elements, as set forth in Exhibit "E" attached hereto, shall comprise the "commercial portion" of the Project. The Residential Units, their undivided interest in the Common Elements, the Residential Limited Common Elements and the Residential Unit Limited Common Elements, as set forth in Exhibit "E" attached hereto, shall comprise the "residential portion" of the Project. The Residential Unit Owners shall generally maintain the residential portion and have the use of the areas that are Residential Limited Common Elements described in Exhibit "E" and designated on the Condominium Map, and the Commercial Unit Owner shall generally maintain the commercial portion and have the use of the Commercial Limited Common Elements described in Exhibit "E" and designated on the Condominium Map, unless otherwise specified in the Declaration.

The Residential Unit Class, comprised of all the Residential Unit Owners, is responsible for sharing in the cost and in making decisions for the Residential Limited Common Elements based on their Residential Unit Class Common Interest set forth in Exhibit "A". The Commercial Unit Class, comprised of all the Commercial Unit Owners, is responsible for sharing in the cost and in making decisions for the Commercial Limited Common Elements based on their Commercial Class Common Interest set forth in Exhibit "A". The Class Common Interest is not an ownership interest, but rather an interest used to calculate each Owner's share of costs attributable to each class and allocation of voting interest on matters affecting the class. Further, there are certain approval and allocation of voting interest on matters affecting the class. In addition, there are certain approval and consent rights held by the Commercial Director for certain improvements and alterations within the Residential Limited Common Elements and to the Residential Units in order to ensure that the Project continues to meet the Project Quality Standard. Purchaser should make careful review of the Declaration and Bylaws to understand such consent and approval rights of the Commercial Director.

5. **Special Cost and Alternative Allocation for Common Expenses; Other Costs.** According to HRS § 514B-41, as amended, in a mixed-use project, common expenses may be allocated

among the commercial units and residential units in a fair and equitable manner. The Declaration creates the concept of "Alternative Allocations" by which certain "Special Costs" are shared between the Residential Unit Class and the Commercial Unit Class, then shared among the individual Owners through their Residential Class Common Interest and Commercial Class Common Interest, set forth in Exhibit "A". The Class Common Interest is not an ownership interest, but rather an interest used to calculate each Owner's share of the Residential Unit Class Expense and Commercial Unit Class Expense (in addition to voting interests for Class issues). For instance, the Commercial Unit may be responsible for the landscaping surrounding the Project, which may be within the Commercial Limited Common Elements; however, since the residential lobby and access points of the Tower and the entire development benefit from the ground floor landscaping, the cost of maintenance of the landscaping and the water features may be an Alternative Allocation.

The Declaration and Exhibit "C" thereof set forth the Special Costs and Alternative Allocations shared between the Residential Unit Class and the Commercial Unit Class. The Alternative Allocation may not be amended without the consent of Developer until the end of the Development Period, as defined in the Declaration. After the Development Period ends, the consent of the Association and the Commercial Unit Class are required.

In addition, there may be other costs that are allocated based on efficiency and equity, rather than by a strict common interest or other allocation. For instance, there may be certain Unit Limited Common Elements that may be maintained by the Association for which the cost of maintenance may be covered as a Common Expense or passed back to the Owner of the Unit to which such Unit Limited Common Element is appurtenant. Purchasers should carefully review the Declaration and the estimated Budget and Initial Maintenance Fees set forth in Exhibit "H" herein to understand the allocation of such equitable fees and costs.

6. **Security Disclaimer.** The Association and/or the Resident or Site Manager, if any, may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than it might otherwise be. Neither the Association, the Resident or Site Manager nor Developer shall in any way be considered insurers or guarantors of security within the Project, and neither the Association, the Resident or Site Manager, Developer, nor any successor Developer shall be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of security measures undertaken. The Association, the Board, the Resident or Site Manager, Developer and/or any successor Developer do not represent or warrant that any fire protection system or other security system designed or installed according to the guidelines established by Developer or the Association may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, terrorism or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system was designed or intended. The Resident or Site Manager, the Association, its Board and committees, Developer, or any successor Developer have made no representations or warranties nor has any Owner, his or her family, agents, guests, or other occupants of a Unit relied upon any representation or warranty, expressed or implied, including any warranty of merchantability as to the fitness of any alarm systems or other security systems recommended or installed, or any security measure undertaken within the Project.
7. **Nonliability for Net Living Area Calculation.** There are various methods for calculating the net living area of a Unit. The quoted net living area of a Unit is approximate and, depending on the method of calculation, may vary by more than a nominal amount. Additionally, as a result of field construction, other permitted changes to the Unit, and settling and shifting of improvements, the actual net living area of the Unit may also be affected. By accepting title to the Unit, owners shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any reasonable variances in the net living area from that

which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Developer does not make any representation or warranty as to the actual size, configuration, dimensions (including ceiling heights), or net living area of any Unit.

8. **Nonliability for Mold Development.** Mold and mold spores are present throughout the environment, and residential condominium construction cannot practicably be designed to exclude the introduction of mold spores. All molds are not necessarily harmful, but certain strains of mold have been found to have adverse health effects on susceptible persons. Moisture is the primary mold growth factor that must be addressed. Developer cannot ensure that mold and mold spores will not be present in the Project. The failure of an owner or the Association to take steps to minimize mold growth may increase the risk of mold growth and mold spores being present in the Project. Developer shall not be liable for any actual, special, incidental, or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence, or any other legal theory, with respect to the presence and/or existence of molds, mildew, and/or microscopic spores at the Project, unless caused by the sole gross negligence or willful misconduct of Developer.
9. **Condominium Living.** Living in a multi story, mixed-use, high-rise condominium building entails living in very close proximity to other persons, businesses, restaurants, shopping areas, and other Units, with attendant limitations on solitude and privacy. Walls, floors and ceilings have been designed to meet applicable building codes; however, Owners will hear noise from adjacent Units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Also, Owners may hear noise from such items as the pools, vacuum cleaners, stereos or televisions, or from people running, walking, exercising, socializing, or enjoying the Recreational Amenities on the Amenity Deck and on Level 42 of the Project. Finally, Owners can expect to hear substantial levels of sound, music, noise, odors, vibrations and other nuisances from retail and commercial establishments in the Project, the master planned community and/or in close vicinity of the Project, including, without limitation, the Ward Village Entertainment Center and other surrounding retail establishments. Owners may also experience light entering the Units from commercial lighting in the vicinity and from street lights located in close proximity to the window and doors for the Units. Owners on lower floors within the Project located directly above such commercial establishments (i.e., levels which are directly above the Commercial Unit) and close to the street will likely experience the most sound, music, noise, odor and vibrations from such commercial activity.
10. **Noise; Traffic; Construction.** Being located in a central shopping, entertainment and commuter district, noise, dust, vibration, and/or pedestrian and vehicular traffic are higher than average in the vicinity of the Project. Each Owner and every other person who has any interest in the Project or who has the right to use the Project or any portion thereof waives, releases and discharges any rights, claims or actions that such person may have, now or in the future, against Developer, and Developer's representatives, licensees, successors and assigns, and arising directly or indirectly out of or from such noise, dust, vibrations, and/or additional traffic, including, without limitation, construction and operation of the proposed Rail Project, if constructed, which could be constructed adjacent to or in close proximity to the Project. Traffic, noises and uses which are typically encountered in a high-rise condominium commercial-residential mixed-use setting, include, but are not limited to, (1) transient noise and guest or pedestrian traffic from the street or the Commercial Unit Limited Common Elements or neighboring properties; (2) opening and closing of doors; (3) loud music from restaurants or other outlets, concert events, or performances; (4) vehicular traffic from the street; (5) voices of people talking outside retail and/or food and beverage establishments; and (6) noises from

special events taking place near the Property. Such noise shall not be deemed a "nuisance," as such noises and/or uses are deemed to be common and accepted occurrences in a centrally located high-rise condominium mixed-use setting. Furthermore, normal construction activities shall not be considered a "nuisance."

11. **Continuing Activities.** Each owner understands and agrees that Developer is engaged in a sales and development program and that certain elements of the Project may not be completed and completion of the improvement of such items may be deferred by Developer at its sole and absolute option; provided normal access and parking facilities are provided for the Units conveyed to third parties. As an integrated structure consisting of a variety of uses that may be changed from time to time, alterations, construction, remodeling, repair and changes of uses within portions of the Property may occur from time to time.
12. **Uses Changes.** Except as expressly set forth in the Condominium Documents, Developer makes no representations or warranties with respect to the (a) nature of any improvements to be initially or subsequently contained in the Project, (b) the initial or subsequent uses of any portion of the Project or (c) the services and amenities (and the costs of such services or amenities) which may be provided to Owners.
13. **Marketing Materials.** Any marketing materials used by Developer in the promotion and sales of the Units and of the Project shall not be a representation or warranty by Developer of the Unit layout, decor, coloring, furnishings or fixtures provided with the Unit or the types of amenities provided in the Project. The marketing materials are intended to give a purchaser a general idea of the standard and quality of the Project, and are not intended to represent the precise decor, coloring, furnishing, fixtures or amenities that will be included in the Project.
14. **Condominium Map.** Nothing in the Condominium Map is intended to be or is a representation or warranty by Developer. Typical type floor plans may have slight deviations as to the location of columns in the Unit, doors and fixtures. The layout and areas of the Units with typical depictions are intended to be consistent.
15. **Condominium Managing Agent; Commercial Managing Agent.** Developer, acting as the Association, has retained Associa Hawaii to handle fiscal and administrative management of the Project and physical management of the Residential Units and the Residential Unit Limited Common Elements. The agreement provides that the Developer may terminate the agreement upon notice to the Managing Agent. In the event the Managing Agent changes, the maintenance fees and services may change. The replacement of the Managing Agent by the Developer shall not be considered a material change to the Project; provided any replacement managing agent provides substantially similar (or better) services than the initial Managing Agent, which shall be determined in the sole discretion of the Developer during the Developer Control Period. The Commercial Director may retain a manager to perform physical management of the Commercial Unit and the Commercial Limited Common Elements, or the Commercial Unit owner may self-manage the Commercial Unit and the Commercial Limited Common Elements.
16. **Easements Pursuant to the Master Declaration.** During the Development Period, to the extent set forth in the Master Declaration, Developer shall have the right to grant easements through the Common Elements, including the Residential Limited Common Elements and the Commercial Limited Common Elements, located on the ground floor of the Project, for purposes set forth in the Master Declaration, including, without limitation, easements to access certain areas of the Project and easements for use of certain areas of the Project by the Master Association, for recreational use, use for park space, or pedestrian and/or bicycle access or other purposes. Such areas or portions thereof may also be dedicated to the public or dedicated for use by the public pursuant to

the Master Declaration; provided that the Master Association shall maintain the easement and use areas and shall be responsible for any costs associated with the use, maintenance and upkeep of such areas pursuant to the Master Declaration. Developer may without being required to obtain the consent or joinder of any Owner, lienholder, or other persons, execute, deliver, and record any deed and/or amendments to this Declaration and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the foregoing rights, powers, or privileges.

17. **Parking Agreement.** There are parking agreements recorded against the Project Land. Although Developer currently intends to remove such agreements from title to the Project Land, Developer makes no guarantee that such encumbrances will in fact be removed from title prior to the conveyance of the Unit to purchaser or at all.
18. **Use of Developer-Owned Units.** Units owned by Developer are exempt from the use of restrictions set forth in the Declaration and, accordingly, may be used for any lawful purpose. This may impact other Units in the Project to the extent that such use is found objectionable.
19. **Presale Contingency.** Developer has no obligation to proceed with development or building of the Project, and may cancel a Purchaser's Purchase Agreement if Developer has not obtained binding Purchase Agreements to sell at least seventy percent (70%) of the Residential Units in the Project on or before one hundred eighty (180) calendar days after the date of the first executed Purchase Agreement for the sale of a Unit in the Project. If Developer elects to cancel Purchase Agreements, purchasers will be entitled to a full refund of all monies paid to Developer, less escrow cancellation fees, plus any interest earned thereon, unless said monies have been approved for use by Developer to pay for construction costs in accordance with Section 5.6.2 of this Developer's Public Report. Note that this presale contingency is for the benefit of Developer only, is not for the purchaser's benefit, and may be waived in Developer's sole and absolute discretion.
20. **Location of Several Units Above and/or Below the Amenity Deck and Level 42.** Certain Residential Units located on Level 7, Level 8 and Level 9 of the Tower are located on, above or below the Amenity Deck and Recreational Amenities located on Level 8 of the Tower. In addition, certain Residential Units are located below the Recreational Amenities on Level 42 of the Tower and, as a result, may be exposed to greater noise and other nuisances than Residential Units located on other floors in the Project.
21. **House Rules; Limited Applicability to Commercial Unit.** The House Rules generally apply only to the Owners of Residential Units, the Residential Units and the Unit Limited Common Elements appurtenant thereto, and the Residential Limited Common Elements. The House Rules do not apply to the Commercial Unit or the Owner thereof. As such, the House Rules do not apply to customers and/or guests of the tenant of the Commercial Unit. Pursuant to Section V.E of the Declaration, the Commercial Unit shall have an appurtenant easement for use by its vendors, employees, customers, and guests for purposes of the business conducted in the Commercial Unit, or its appurtenant Unit Limited Common Elements or the Commercial Limited Common Elements, for the purposes set forth therein. The Commercial Limited Common Elements areas are intended for general use by Commercial Unit vendors, licensees and invitees, and by the general public accessing and patronizing the Commercial Unit.
22. **Resident Manager Unit.** The Developer is the Owner of Unit No. 915, which is initially intended to be used as the Resident Manager Unit. The Developer may sell, pledge, lease, assign, convey, mortgage and/or transfer Unit No. 915 to a third party or to the Association, in its sole discretion. This means that the Association may not have first preference to purchase the Resident Manager's Unit and the Developer may relocate the Resident Manager to another

Unit in the Project. The Developer does not guaranty, warrant or represent that Unit No. 915 will continue to be used as a Resident Manager Unit or be utilized to serve the Project or its Owners.

23. **Encroachment.** There is an encroachment on the Project land. See Exhibit "F." This encroachment does not impact the current design of the Project. Although Developer intends to enter into an encroachment agreement covering the encroachment prior to the conveyance of any units to purchasers, Developer makes no guarantee that such encumbrances will in fact be removed from title prior to the conveyance of the Unit to purchaser.

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.

AALII, LLC, a Delaware limited liability company
Printed Name of Developer

By: _____



Duty Authorized Signatory*

11/25/2020

Date

Doug Johnstone, Vice President

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

***Must be signed for a corporation by an officer; 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"

UNIT NUMBERS, UNIT TYPES, PARKING STALLS AND PARKING STORAGE/TOWER STORAGE/STORAGE ROOMS, NUMBER OF BEDROOMS AND BATHROOMS, APPROXIMATE NET LIVING AREAS, APPROXIMATE NET LANAI AREAS, CLASS COMMON INTEREST PERCENTAGE, COMMON INTEREST PERCENTAGE

RESIDENTIAL UNITS

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
200	1B-G	2-112		1/1	583	44	0.149133%	0.144994%
201	P	8-003		0/1	282	0	0.072137%	0.070134%
202	2B-C	3-084	PS3-084	2/2	826	41	0.211294%	0.205429%
203	P	8-010		0/1	282	0	0.072137%	0.070134%
204	1B-E	2-118		1/1	569	49	0.145552%	0.141512%
205	P	7-128		0/1	282	0	0.072137%	0.070134%
206	0B-D	2-019		0/1	367	52	0.093880%	0.091274%
207	P	7-122		0/1	282	0	0.072137%	0.070134%
208	0B-C	4-002		0/1	364	46	0.093112%	0.090528%
209	P	7-116		0/1	282	0	0.072137%	0.070134%
210	0B-E	7-014		0/1	379	46	0.096950%	0.094258%
211	P	7-110		0/1	282	0	0.072137%	0.070134%
212	1B-H	2-124		1/1	582	91	0.148878%	0.144745%
213	P	6-126		0/1	282	0	0.072137%	0.070134%
214	2B-E	5-050	PS5-050	2/2	845	125	0.216154%	0.210154%
215	P	6-120		0/1	282	0	0.072137%	0.070134%
216	1B-A8	8-014		1/1	510	50	0.130460%	0.126839%
217	P	6-114		0/1	282	0	0.072137%	0.070134%
219	P	6-108		0/1	282	0	0.072137%	0.070134%
221	P	7-012		0/1	282	0	0.072137%	0.070134%
223	P	7-006		0/1	282	0	0.072137%	0.070134%
225	P	6-019		0/1	282	0	0.072137%	0.070134%
227	P	6-013		0/1	282	0	0.072137%	0.070134%
229	P	6-007		0/1	282	0	0.072137%	0.070134%
231	1B-P	7-067	PS7-067	1/1	448	0	0.114600%	0.111419%
300	1B-G	2-111		1/1	583	44	0.149133%	0.144994%
301	P	8-002		0/1	282	0	0.072137%	0.070134%
302	2B-C	3-083	PS3-083	2/2	823	41	0.210526%	0.204683%
303	P	8-008		0/1	282	0	0.072137%	0.070134%
304	1B-E	2-117		1/1	569	49	0.145552%	0.141512%
305	P	7-127		0/1	282	0	0.072137%	0.070134%
306	0B-D	2-018		0/1	367	52	0.093880%	0.091274%
307	P	7-121		0/1	282	0	0.072137%	0.070134%
308	0B-C	4-001		0/1	364	46	0.093112%	0.090528%
309	P	7-115		0/1	282	0	0.072137%	0.070134%
310	0B-E	7-013		0/1	379	46	0.096950%	0.094258%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanal Area (square feet)	Residential Class Common Interest %	Common Interest %
311	P	7-109		0/1	282	0	0.072137%	0.070134%
312	1B-H	2-123		1/1	582	91	0.148878%	0.144745%
313	P	6-125		0/1	282	0	0.072137%	0.070134%
314	2B-E	5-049	P55-049	2/2	845	125	0.216154%	0.210154%
315	P	6-119		0/1	282	0	0.072137%	0.070134%
316	1B-A8	7-017		1/1	510	50	0.130460%	0.126839%
317	P	6-113		0/1	282	0	0.072137%	0.070134%
319	P	6-107		0/1	282	0	0.072137%	0.070134%
321	P	7-011		0/1	282	0	0.072137%	0.070134%
323	P	7-005		0/1	282	0	0.072137%	0.070134%
325	P	6-018		0/1	282	0	0.072137%	0.070134%
327	P	6-012		0/1	282	0	0.072137%	0.070134%
329	P	6-006		0/1	282	0	0.072137%	0.070134%
331	1B-P	7-066	P57-066	1/1	448	0	0.114600%	0.111419%
400	1B-G	2-110		1/1	583	44	0.149133%	0.144994%
401	P	8-004		0/1	282	0	0.072137%	0.070134%
402	2B-C	3-082	P53-082	2/2	826	41	0.211294%	0.205429%
403	P	8-012		0/1	282	0	0.072137%	0.070134%
404	1B-E	2-116		1/1	569	49	0.145552%	0.141512%
405	P	7-126		0/1	282	0	0.072137%	0.070134%
406	0B-D	2-017		0/1	367	52	0.093880%	0.091274%
407	P	7-120		0/1	282	0	0.072137%	0.070134%
408	0B-C	3-019		0/1	364	46	0.093112%	0.090528%
409	P	7-114		0/1	282	0	0.072137%	0.070134%
410	0B-E	5-016		0/1	379	46	0.096950%	0.094258%
411	P	7-108		0/1	282	0	0.072137%	0.070134%
412	1B-H	2-122		1/1	582	91	0.148878%	0.144745%
413	P	6-124		0/1	282	0	0.072137%	0.070134%
414	2B-E	5-048	P55-048	2/2	845	125	0.216154%	0.210154%
415	P	6-118		0/1	282	0	0.072137%	0.070134%
416	1B-A8	7-018		1/1	510	50	0.130460%	0.126839%
417	P	6-112		0/1	282	0	0.072137%	0.070134%
419	P	5-128		0/1	282	0	0.072137%	0.070134%
421	P	7-010		0/1	282	0	0.072137%	0.070134%
423	P	7-004		0/1	282	0	0.072137%	0.070134%
425	P	6-017		0/1	282	0	0.072137%	0.070134%
427	P	6-011		0/1	282	0	0.072137%	0.070134%
429	P	6-005		0/1	282	0	0.072137%	0.070134%
431	1B-P	7-065	P57-065	1/1	448	0	0.114600%	0.111419%
500	1B-G	2-109		1/1	583	44	0.149133%	0.144994%
501	P	8-005		0/1	282	0	0.072137%	0.070134%
502	2B-C	3-081	P53-081	2/2	823	41	0.210526%	0.204683%
503	P	8-009		0/1	282	0	0.072137%	0.070134%
504	1B-E	2-115		1/1	569	49	0.145552%	0.141512%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
505	P	7-125		0/1	282	0	0.072137%	0.070134%
506	0B-D	2-016		0/1	367	52	0.093880%	0.091274%
507	P	7-119		0/1	282	0	0.072137%	0.070134%
508	0B-C	3-018		0/1	364	46	0.093112%	0.090528%
509	P	7-113		0/1	282	0	0.072137%	0.070134%
510	0B-E	5-015		0/1	379	46	0.096950%	0.094258%
511	P	7-107		0/1	282	0	0.072137%	0.070134%
512	1B-H	2-121		1/1	582	91	0.148878%	0.144745%
513	P	6-123		0/1	282	0	0.072137%	0.070134%
514	2B-E	5-047	PS5-047	2/2	845	125	0.216154%	0.210154%
515	P	6-117		0/1	282	0	0.072137%	0.070134%
516	1B-A8	8-001		1/1	510	50	0.130460%	0.126839%
517	P	6-111		0/1	282	0	0.072137%	0.070134%
519	P	5-127		0/1	282	0	0.072137%	0.070134%
521	P	7-009		0/1	282	0	0.072137%	0.070134%
523	P	7-003		0/1	282	0	0.072137%	0.070134%
525	P	6-016		0/1	282	0	0.072137%	0.070134%
527	P	6-010		0/1	282	0	0.072137%	0.070134%
529	P	6-004		0/1	282	0	0.072137%	0.070134%
531	1B-P	7-064	PS7-064	1/1	448	0	0.114600%	0.111419%
600	1B-G	2-108		1/1	583	44	0.149133%	0.144994%
601	P	8-006		0/1	282	0	0.072137%	0.070134%
602	2B-C	3-080	PS3-080	2/2	826	41	0.211294%	0.205429%
603	P	8-011		0/1	282	0	0.072137%	0.070134%
604	1B-E	2-114		1/1	569	49	0.145552%	0.141512%
605	P	7-124		0/1	282	0	0.072137%	0.070134%
606	0B-D	2-015		0/1	367	52	0.093880%	0.091274%
607	P	7-118		0/1	282	0	0.072137%	0.070134%
608	0B-C	3-017		0/1	364	46	0.093112%	0.090528%
609	P	7-112		0/1	282	0	0.072137%	0.070134%
610	0B-E	5-014		0/1	379	46	0.096950%	0.094258%
611	P	6-128		0/1	282	0	0.072137%	0.070134%
612	1B-H	2-120		1/1	582	91	0.148878%	0.144745%
613	P	6-122		0/1	282	0	0.072137%	0.070134%
614	2B-E	5-046	PS5-046	2/2	845	125	0.216154%	0.210154%
615	P	6-116		0/1	282	0	0.072137%	0.070134%
616	1B-A8	7-016		1/1	510	50	0.130460%	0.126839%
617	P	6-110		0/1	282	0	0.072137%	0.070134%
619	P	5-126		0/1	282	0	0.072137%	0.070134%
621	P	7-008		0/1	282	0	0.072137%	0.070134%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
623	P	7-002		0/1	282	0	0.072137%	0.070134%
625	P	6-015		0/1	282	0	0.072137%	0.070134%
627	P	6-009		0/1	282	0	0.072137%	0.070134%
629	P	6-003		0/1	282	0	0.072137%	0.070134%
631	1B-P	7-063	PS7-063	1/1	448	0	0.114600%	0.111419%
700	1B-G	2-107		1/1	583	44	0.149133%	0.144994%
701	P	8-007		0/1	282	0	0.072137%	0.070134%
702	2B-C	3-079	PS3-079	2/2	823	41	0.210526%	0.204683%
703	P	8-013		0/1	282	0	0.072137%	0.070134%
704	1B-E	2-113		1/1	569	49	0.145552%	0.141512%
705	P	7-123		0/1	282	0	0.072137%	0.070134%
706	0B-D	2-014		0/1	367	52	0.093880%	0.091274%
707	P	7-117		0/1	282	0	0.072137%	0.070134%
708	0B-C	3-016		0/1	364	46	0.093112%	0.090528%
709	P	7-111		0/1	282	0	0.072137%	0.070134%
710	0B-E	5-013		0/1	379	46	0.096950%	0.094258%
711	P	6-127		0/1	282	0	0.072137%	0.070134%
712	1B-H	2-119		1/1	582	91	0.148878%	0.144745%
713	P	6-121		0/1	282	0	0.072137%	0.070134%
714	2B-E	5-045	PS5-045	2/2	845	125	0.216154%	0.210154%
715	P	6-115		0/1	282	0	0.072137%	0.070134%
716	1B-A8	7-015		1/1	510	50	0.130460%	0.126839%
717	P	6-109		0/1	282	0	0.072137%	0.070134%
719	P	5-125		0/1	282	0	0.072137%	0.070134%
721	P	7-007		0/1	282	0	0.072137%	0.070134%
723	P	7-001		0/1	282	0	0.072137%	0.070134%
725	P	6-014		0/1	282	0	0.072137%	0.070134%
727	P	6-008		0/1	282	0	0.072137%	0.070134%
729	P	7-019		0/1	282	0	0.072137%	0.070134%
731	1B-P	7-062	PS7-062	1/1	448	0	0.114600%	0.111419%
800	2B-A	3-105, 3-106		2/1	702	45	0.179574%	0.174590%
802	2B-C	2-080, 2-100	PS2-080	2/2	822	42	0.210271%	0.204434%
804	1B-E	5-073	PS5-073	1/1	569	49	0.145552%	0.141512%
806	0B-D	6-136		0/1	367	52	0.093880%	0.091274%
808	0B-C	6-134		0/1	364	46	0.093112%	0.090528%
810	0B-E	6-133		0/1	379	46	0.096950%	0.094258%
812	1B-H	7-059	PS7-059	1/1	588	91	0.150412%	0.146237%
814	2B-E	3-044, 4-092	PS3-044	2/2	838	125	0.214363%	0.208413%
816	1B-A8	7-061	PS7-061	1/1	510	51	0.130460%	0.126839%
900	1B-G	6-088	PS6-088	1/1	556	44	0.142227%	0.138279%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
901	2B-F	4-025	PS4-025	2/2	846	81	0.216410%	0.210403%
902	2B-C	3-078	PS3-078	2/2	823	41	0.210526%	0.204683%
903	1B-C	4-057	PS4-057	1/1	473	76	0.120995%	0.117637%
904	1B-E	6-058	PS6-058	1/1	575	49	0.147087%	0.143004%
905	1B-D	5-057	PS5-057	1/1	493	68	0.126111%	0.122611%
906	0B-D	6-001		0/1	367	52	0.093880%	0.091274%
907	1B-A	4-113		1/1	431	52	0.110251%	0.107191%
908	2B-B	7-132		2/1	787	92	0.201317%	0.195729%
909	0B-B	5-094		0/1	363	45	0.092857%	0.090279%
911	1B-B	5-124		1/1	468	45	0.119716%	0.116393%
912	1B-H	7-058	PS7-058	1/1	588	91	0.150412%	0.146237%
913	1B-I	2-061	PS2-061	1/1	624	44	0.159621%	0.155191%
914	2B-E	5-044	PS5-044	2/2	842	127	0.215387%	0.209408%
915	2B-D	3-031, 3-032	PS3-031, PS3-032	2/2	828	49	0.211805%	0.205926%
916	0B-A	6-102		0/1	347	48	0.088764%	0.086300%
917	1B-F	3-057	PS3-057	1/1	554	42	0.141715%	0.137781%
1000	1B-G	6-087	PS6-087	1/1	559	44	0.142994%	0.139025%
1001	2B-F	4-024	PS4-024	2/2	846	81	0.216410%	0.210403%
1002	2B-C	3-077	PS3-077	2/2	826	41	0.211294%	0.205429%
1003	1B-C	4-056	PS4-056	1/1	473	76	0.120995%	0.117637%
1004	1B-E	6-057	PS6-057	1/1	575	49	0.147087%	0.143004%
1005	1B-D	5-056	PS5-056	1/1	493	68	0.126111%	0.122611%
1006	0B-D	5-019		0/1	367	52	0.093880%	0.091274%
1007	1B-A	4-112		1/1	431	52	0.110251%	0.107191%
1008	2B-B	7-131		2/1	787	92	0.201317%	0.195729%
1009	0B-B	5-093		0/1	363	45	0.092857%	0.090279%
1011	1B-B	5-123		1/1	468	45	0.119716%	0.116393%
1012	1B-H	7-057	PS7-057	1/1	588	91	0.150412%	0.146237%
1013	1B-I	2-060	PS2-060	1/1	624	44	0.159621%	0.155191%
1014	2B-E	5-043	PS5-043	2/2	842	127	0.215387%	0.209408%
1015	2B-D	4-085	PS4-085	2/2	828	49	0.211805%	0.205926%
1016	0B-A	6-101		0/1	347	48	0.088764%	0.086300%
1017	1B-F	3-056	PS3-056	1/1	554	42	0.141715%	0.137781%
1100	1B-G	5-088	PS5-088	1/1	556	44	0.142227%	0.138279%
1101	2B-F	4-023	PS4-023	2/2	846	81	0.216410%	0.210403%
1102	2B-C	3-076	PS3-076	2/2	823	41	0.210526%	0.204683%
1103	1B-C	4-055	PS4-055	1/1	473	76	0.120995%	0.117637%
1104	1B-E	6-056	PS6-056	1/1	575	49	0.147087%	0.143004%
1105	1B-D	5-055	PS5-055	1/1	493	68	0.126111%	0.122611%
1106	0B-D	2-013		0/1	367	52	0.093880%	0.091274%

EXHIBIT "A"

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
1107	1B-A	4-111		1/1	431	52	0.110251%	0.107191%
1108	0B-C	3-015		0/1	364	46	0.093112%	0.090528%
1109	0B-B	5-092		0/1	363	45	0.092857%	0.090279%
1110	0B-E	5-012		0/1	379	46	0.096950%	0.094258%
1111	1B-B	5-122		1/1	468	45	0.119716%	0.116393%
1112	1B-H	7-056	PS7-056	1/1	588	91	0.150412%	0.146237%
1113	1B-I	2-059	PS2-059	1/1	624	44	0.159621%	0.155191%
1114	2B-E	5-042	PS5-042	2/2	842	127	0.215387%	0.209408%
1115	2B-D	4-084	PS4-084	2/2	828	49	0.211805%	0.205926%
1116	0B-A	6-100		0/1	347	48	0.088764%	0.086300%
1117	1B-F	3-055	PS3-055	1/1	554	42	0.141715%	0.137781%
1200	1B-G	5-087	PS5-087	1/1	559	44	0.142994%	0.139025%
1201	2B-F	4-022	PS4-022	2/2	846	81	0.216410%	0.210403%
1202	2B-C	3-075	PS3-075	2/2	826	41	0.211294%	0.205429%
1203	1B-C	4-054	PS4-054	1/1	473	76	0.120995%	0.117637%
1204	1B-E	6-055	PS6-055	1/1	575	49	0.147087%	0.143004%
1205	1B-D	5-054	PS5-054	1/1	493	68	0.126111%	0.122611%
1206	0B-D	2-012		0/1	367	52	0.093880%	0.091274%
1207	1B-A	4-110		1/1	431	52	0.110251%	0.107191%
1208	0B-C	3-014		0/1	364	46	0.093112%	0.090528%
1209	0B-B	5-091		0/1	363	45	0.092857%	0.090279%
1210	0B-E	5-011		0/1	379	46	0.096950%	0.094258%
1211	1B-B	5-121		1/1	468	45	0.119716%	0.116393%
1212	1B-H	7-055	PS7-055	1/1	588	91	0.150412%	0.146237%
1213	1B-I	2-058	PS2-058	1/1	624	44	0.159621%	0.155191%
1214	2B-E	5-041	PS5-041	2/2	842	127	0.215387%	0.209408%
1215	2B-D	4-083	PS4-083	2/2	828	49	0.211805%	0.205926%
1216	0B-A	6-099		0/1	347	48	0.088764%	0.086300%
1217	1B-F	3-054	PS3-054	1/1	554	42	0.141715%	0.137781%
1300	1B-G	5-086	PS5-086	1/1	556	44	0.142227%	0.138279%
1301	2B-F	4-021	PS4-021	2/2	846	81	0.216410%	0.210403%
1302	2B-C	3-074	PS3-074	2/2	823	41	0.210526%	0.204683%
1303	1B-C	3-073	PS3-073	1/1	473	76	0.120995%	0.117637%
1304	1B-E	6-054	PS6-054	1/1	575	49	0.147087%	0.143004%
1305	1B-D	4-073	PS4-073	1/1	493	68	0.126111%	0.122611%
1306	0B-D	2-011		0/1	367	52	0.093880%	0.091274%
1307	1B-A	4-109		1/1	431	52	0.110251%	0.107191%
1308	0B-C	3-013		0/1	364	46	0.093112%	0.090528%
1309	0B-B	5-090		0/1	363	45	0.092857%	0.090279%
1310	0B-E	5-010		0/1	379	46	0.096950%	0.094258%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
1311	1B-B	5-120		1/1	468	45	0.119716%	0.116393%
1312	1B-H	7-054	PS7-054	1/1	588	91	0.150412%	0.146237%
1313	1B-I	2-057	PS2-057	1/1	624	44	0.159621%	0.155191%
1314	2B-E	5-040	PS5-040	2/2	842	127	0.215387%	0.209408%
1315	2B-D	4-082	PS4-082	2/2	828	49	0.211805%	0.205926%
1316	0B-A	6-098		0/1	347	48	0.088764%	0.086300%
1317	1B-F	2-073	PS2-073	1/1	554	42	0.141715%	0.137781%
1400	1B-G	5-085	PS5-085	1/1	559	44	0.142994%	0.139025%
1401	2B-F	4-020	PS4-020	2/2	846	81	0.216410%	0.210403%
1402	2B-C	3-053	PS3-053	2/2	826	41	0.211294%	0.205429%
1403	1B-C	3-072	PS3-072	1/1	473	76	0.120995%	0.117637%
1404	1B-E	5-072	PS5-072	1/1	575	49	0.147087%	0.143004%
1405	1B-D	4-072	PS4-072	1/1	493	68	0.126111%	0.122611%
1406	0B-D	7-130		0/1	367	52	0.093880%	0.091274%
1407	1B-A	4-108		1/1	431	52	0.110251%	0.107191%
1408	0B-C	3-012		0/1	364	46	0.093112%	0.090528%
1409	0B-B	5-089		0/1	363	45	0.092857%	0.090279%
1410	0B-E	5-009		0/1	379	46	0.096950%	0.094258%
1411	1B-B	5-119		1/1	468	45	0.119716%	0.116393%
1412	1B-H	6-073	PS6-073	1/1	588	91	0.150412%	0.146237%
1413	1B-I	2-056	PS2-056	1/1	624	44	0.159621%	0.155191%
1414	2B-E	5-039	PS5-039	2/2	842	127	0.215387%	0.209408%
1415	2B-D	4-081	PS4-081	2/2	828	49	0.211805%	0.205926%
1416	0B-A	6-097		0/1	347	48	0.088764%	0.086300%
1417	1B-F	2-072	PS2-072	1/1	554	42	0.141715%	0.137781%
1500	1B-G	5-084	PS5-084	1/1	556	44	0.142227%	0.138279%
1501	2B-F	3-088	PS3-088	2/2	846	81	0.216410%	0.210403%
1502	2B-C	3-052	PS3-052	2/2	823	41	0.210526%	0.204683%
1503	1B-C	3-071	PS3-071	1/1	473	76	0.120995%	0.117637%
1504	1B-E	5-071	PS5-071	1/1	575	49	0.147087%	0.143004%
1505	1B-D	4-071	PS4-071	1/1	493	68	0.126111%	0.122611%
1506	0B-D	7-129		0/1	367	52	0.093880%	0.091274%
1507	1B-A	4-107		1/1	431	52	0.110251%	0.107191%
1508	0B-C	3-011		0/1	364	46	0.093112%	0.090528%
1509	0B-B	4-130		0/1	363	45	0.092857%	0.090279%
1510	0B-E	5-008		0/1	379	46	0.096950%	0.094258%
1511	1B-B	5-118		1/1	468	45	0.119716%	0.116393%
1512	1B-H	6-072	PS6-072	1/1	588	91	0.150412%	0.146237%
1513	1B-I	2-055	PS2-055	1/1	624	44	0.159621%	0.155191%
1514	2B-E	5-038	PS5-038	2/2	842	127	0.215387%	0.209408%

EXHIBIT "A"

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanal Area (square feet)	Residential Class Common Interest %	Common Interest %
1515	2B-D	4-080	PS4-080	2/2	828	49	0.211805%	0.205926%
1516	0B-A	6-096		0/1	347	48	0.088764%	0.086300%
1517	1B-F	2-071	PS2-071	1/1	554	42	0.141715%	0.137781%
1600	1B-G	5-083	PS5-083	1/1	559	44	0.142994%	0.139025%
1601	2B-F	3-087	PS3-087	2/2	846	81	0.216410%	0.210403%
1602	2B-C	3-051	PS3-051	2/2	826	41	0.211294%	0.205429%
1603	1B-C	3-070	PS3-070	1/1	473	76	0.120995%	0.117637%
1604	1B-E	5-070	PS5-070	1/1	575	49	0.147087%	0.143004%
1605	1B-D	4-070	PS4-070	1/1	493	68	0.126111%	0.122611%
1606	0B-D	7-106		0/1	367	52	0.093880%	0.091274%
1607	1B-A	3-128		1/1	431	52	0.110251%	0.107191%
1608	0B-C	3-010		0/1	364	46	0.093112%	0.090528%
1609	0B-B	4-129		0/1	363	45	0.092857%	0.090279%
1610	0B-E	5-007		0/1	379	46	0.096950%	0.094258%
1611	1B-B	5-117		1/1	468	45	0.119716%	0.116393%
1612	1B-H	6-071	PS6-071	1/1	588	91	0.150412%	0.146237%
1613	1B-I	2-054	PS2-054	1/1	624	44	0.159621%	0.155191%
1614	2B-E	4-088	PS4-088	2/2	842	127	0.215387%	0.209408%
1615	2B-D	4-079	PS4-079	2/2	828	49	0.211805%	0.205926%
1616	0B-A	6-095		0/1	347	48	0.088764%	0.086300%
1617	1B-F	2-070	PS2-070	1/1	554	42	0.141715%	0.137781%
1700	1B-G	5-082	PS5-082	1/1	556	44	0.142227%	0.138279%
1701	2B-F	3-086	PS3-086	2/2	846	81	0.216410%	0.210403%
1702	2B-C	3-050	PS3-050	2/2	823	41	0.210526%	0.204683%
1703	1B-C	3-069	PS3-069	1/1	473	76	0.120995%	0.117637%
1704	1B-E	5-069	PS5-069	1/1	575	49	0.147087%	0.143004%
1705	1B-D	4-069	PS4-069	1/1	493	68	0.126111%	0.122611%
1706	0B-D	7-105		0/1	367	52	0.093880%	0.091274%
1707	1B-A	3-127		1/1	431	52	0.110251%	0.107191%
1708	0B-C	3-009		0/1	364	46	0.093112%	0.090528%
1709	0B-B	4-106		0/1	363	45	0.092857%	0.090279%
1710	0B-E	5-006		0/1	379	46	0.096950%	0.094258%
1711	1B-B	5-116		1/1	468	45	0.119716%	0.116393%
1712	1B-H	6-070	PS6-070	1/1	588	91	0.150412%	0.146237%
1713	1B-I	6-079	PS6-079	1/1	624	44	0.159621%	0.155191%
1714	2B-E	4-087	PS4-087	2/2	842	127	0.215387%	0.209408%
1715	2B-D	4-078	PS4-078	2/2	828	49	0.211805%	0.205926%
1716	0B-A	6-094		0/1	347	48	0.088764%	0.086300%
1717	1B-F	2-069	PS2-069	1/1	554	42	0.141715%	0.137781%
1800	1B-G	5-081	PS5-081	1/1	559	44	0.142994%	0.139025%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
1801	2B-F	3-085	PS3-085	2/2	846	81	0.216410%	0.210403%
1802	2B-C	3-049	PS3-049	2/2	826	41	0.211294%	0.205429%
1803	1B-C	3-068	PS3-068	1/1	473	76	0.120995%	0.117637%
1804	1B-E	5-068	PS5-068	1/1	575	49	0.147087%	0.143004%
1805	1B-D	4-068	PS4-068	1/1	493	68	0.126111%	0.122611%
1806	0B-D	7-104		0/1	367	52	0.093880%	0.091274%
1807	1B-A	3-126		1/1	431	52	0.110251%	0.107191%
1808	0B-C	3-008		0/1	364	46	0.093112%	0.090528%
1809	0B-B	4-105		0/1	363	45	0.092857%	0.090279%
1810	0B-E	5-005		0/1	379	46	0.096950%	0.094258%
1811	1B-B	5-115		1/1	468	45	0.119716%	0.116393%
1812	1B-H	6-069	PS6-069	1/1	588	91	0.150412%	0.146237%
1813	1B-I	6-078	PS6-078	1/1	624	44	0.159621%	0.155191%
1814	2B-E	4-053	PS4-053	2/2	842	127	0.215387%	0.209408%
1815	2B-D	4-077	PS4-077	2/2	828	49	0.211805%	0.205926%
1816	0B-A	6-093		0/1	347	48	0.088764%	0.086300%
1817	1B-F	2-068	PS2-068	1/1	554	42	0.141715%	0.137781%
1900	1B-G	5-080	PS5-080	1/1	556	44	0.142227%	0.138279%
1901	2B-F	3-035	PS3-035	2/2	846	81	0.216410%	0.210403%
1902	2B-C	3-048	PS3-048	2/2	823	41	0.210526%	0.204683%
1903	1B-C	3-067	PS3-067	1/1	473	76	0.120995%	0.117637%
1904	1B-E	5-067	PS5-067	1/1	575	49	0.147087%	0.143004%
1905	1B-D	4-067	PS4-067	1/1	493	68	0.126111%	0.122611%
1906	0B-D	7-103		0/1	367	52	0.093880%	0.091274%
1907	1B-A	3-125		1/1	431	52	0.110251%	0.107191%
1908	0B-C	3-007		0/1	364	46	0.093112%	0.090528%
1909	0B-B	4-104		0/1	363	45	0.092857%	0.090279%
1910	0B-E	5-004		0/1	379	46	0.096950%	0.094258%
1911	1B-B	5-114		1/1	468	45	0.119716%	0.116393%
1912	1B-H	6-068	PS6-068	1/1	588	91	0.150412%	0.146237%
1913	1B-I	6-077	PS6-077	1/1	624	44	0.159621%	0.155191%
1914	2B-E	4-052	PS4-052	2/2	842	127	0.215387%	0.209408%
1915	2B-D	4-076	PS4-076	2/2	828	49	0.211805%	0.205926%
1916	0B-A	6-092		0/1	347	48	0.088764%	0.086300%
1917	1B-F	2-067	PS2-067	1/1	554	42	0.141715%	0.137781%
2000	1B-G	5-079	PS5-079	1/1	559	44	0.142994%	0.139025%
2001	2B-F	3-034	PS3-034	2/2	846	81	0.216410%	0.210403%
2002	2B-C	3-047	PS3-047	2/2	826	41	0.211294%	0.205429%
2003	1B-C	3-066	PS3-066	1/1	473	76	0.120995%	0.117637%
2004	1B-E	5-066	PS5-066	1/1	575	49	0.147087%	0.143004%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
2005	1B-D	4-066	PS4-066	1/1	493	68	0.126111%	0.122611%
2006	0B-D	7-102		0/1	367	52	0.093880%	0.091274%
2007	1B-A	3-124		1/1	431	52	0.110251%	0.107191%
2008	0B-C	3-006		0/1	364	46	0.093112%	0.090528%
2009	0B-B	4-103		0/1	363	45	0.092857%	0.090279%
2010	0B-E	5-003		0/1	379	46	0.096950%	0.094258%
2011	1B-B	5-113		1/1	468	45	0.119716%	0.116393%
2012	1B-H	6-067	PS6-067	1/1	588	91	0.150412%	0.146237%
2013	1B-I	6-076	PS6-076	1/1	624	44	0.159621%	0.155191%
2014	2B-E	4-051	PS4-051	2/2	842	127	0.215387%	0.209408%
2015	2B-D	4-075	PS4-075	2/2	828	49	0.211805%	0.205926%
2016	0B-A	6-091		0/1	347	48	0.088764%	0.086300%
2017	1B-F	2-066	PS2-066	1/1	554	42	0.141715%	0.137781%
2100	1B-G	5-078	PS5-078	1/1	556	44	0.142227%	0.138279%
2101	2B-F	3-033	PS3-033	2/2	846	81	0.216410%	0.210403%
2102	2B-C	3-046	PS3-046	2/2	823	41	0.210526%	0.204683%
2103	1B-C	3-065	PS3-065	1/1	473	76	0.120995%	0.117637%
2104	1B-E	5-065	PS5-065	1/1	575	49	0.147087%	0.143004%
2105	1B-D	4-065	PS4-065	1/1	493	68	0.126111%	0.122611%
2106	0B-D	7-101		0/1	367	52	0.093880%	0.091274%
2107	1B-A	3-123		1/1	431	52	0.110251%	0.107191%
2108	0B-C	3-005		0/1	364	46	0.093112%	0.090528%
2109	0B-B	4-102		0/1	363	45	0.092857%	0.090279%
2110	0B-E	5-002		0/1	379	46	0.096950%	0.094258%
2111	1B-B	5-112		1/1	468	45	0.119716%	0.116393%
2112	1B-H	6-066	PS6-066	1/1	588	91	0.150412%	0.146237%
2113	1B-I	6-075	PS6-075	1/1	624	44	0.159621%	0.155191%
2114	2B-E	4-050	PS4-050	2/2	842	127	0.215387%	0.209408%
2115	2B-D	4-074	PS4-074	2/2	828	49	0.211805%	0.205926%
2116	0B-A	6-090		0/1	347	48	0.088764%	0.086300%
2117	1B-F	2-065	PS2-065	1/1	554	42	0.141715%	0.137781%
2200	1B-G	5-077	PS5-077	1/1	559	44	0.142994%	0.139025%
2201	2B-F	3-024, 3-102	PS3-024	2/2	846	81	0.216410%	0.210403%
2202	2B-C	3-045	PS3-045	2/2	826	41	0.211294%	0.205429%
2203	1B-C	3-064	PS3-064	1/1	473	76	0.120995%	0.117637%
2204	1B-E	5-064	PS5-064	1/1	575	49	0.147087%	0.143004%
2205	1B-D	4-064	PS4-064	1/1	493	68	0.126111%	0.122611%
2206	0B-D	7-100		0/1	367	52	0.093880%	0.091274%
2207	1B-A	3-122		1/1	431	52	0.110251%	0.107191%
2208	0B-C	3-004		0/1	364	46	0.093112%	0.090528%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanal Area (square feet)	Residential Class Common Interest %	Common Interest %
2209	0B-B	4-101		0/1	363	45	0.092857%	0.090279%
2210	0B-E	5-001		0/1	379	46	0.096950%	0.094258%
2211	1B-B	5-111		1/1	468	45	0.119716%	0.116393%
2212	1B-H	6-065	PS6-065	1/1	588	91	0.150412%	0.146237%
2213	1B-I	6-074	PS6-074	1/1	624	44	0.159621%	0.155191%
2214	2B-E	4-049	PS4-049	2/2	842	127	0.215387%	0.209408%
2215	2B-D	4-035	PS4-035	2/2	828	49	0.211805%	0.205926%
2216	0B-A	6-089		0/1	347	48	0.088764%	0.086300%
2217	1B-F	2-064	PS2-064	1/1	554	42	0.141715%	0.137781%
2300	1B-G	5-076	PS5-076	1/1	556	44	0.142227%	0.138279%
2301	2B-F	3-023, 3-101	PS3-023	2/2	846	81	0.216410%	0.210403%
2302	2B-C	2-079, 2-101	PS2-079	2/2	823	41	0.210526%	0.204683%
2303	1B-C	3-063	PS3-063	1/1	473	76	0.120995%	0.117637%
2304	1B-E	5-063	PS5-063	1/1	575	49	0.147087%	0.143004%
2305	1B-D	4-063	PS4-063	1/1	493	68	0.126111%	0.122611%
2306	0B-D	7-099		0/1	367	52	0.093880%	0.091274%
2307	1B-A	3-121		1/1	431	52	0.110251%	0.107191%
2308	0B-C	3-003		0/1	364	46	0.093112%	0.090528%
2309	0B-B	4-100		0/1	363	45	0.092857%	0.090279%
2310	0B-E	5-018		0/1	379	46	0.096950%	0.094258%
2311	1B-B	5-110		1/1	468	45	0.119716%	0.116393%
2312	1B-H	6-064	PS6-064	1/1	588	91	0.150412%	0.146237%
2313	1B-I	6-053	PS6-053	1/1	624	44	0.159621%	0.155191%
2314	2B-E	4-048	PS4-048	2/2	842	127	0.215387%	0.209408%
2315	2B-D	4-034	PS4-034	2/2	828	49	0.211805%	0.205926%
2316	0B-A	5-130		0/1	347	48	0.088764%	0.086300%
2317	1B-F	2-063	PS2-063	1/1	554	42	0.141715%	0.137781%
2400	1B-G	5-075	PS5-075	1/1	559	44	0.142994%	0.139025%
2401	2B-F	3-022, 3-100	PS3-022	2/2	846	81	0.216410%	0.210403%
2402	2B-C	2-081, 2-099	PS2-081	2/2	826	41	0.211294%	0.205429%
2403	1B-C	3-062	PS3-062	1/1	473	76	0.120995%	0.117637%
2404	1B-E	5-062	PS5-062	1/1	575	49	0.147087%	0.143004%
2405	1B-D	4-062	PS4-062	1/1	493	68	0.126111%	0.122611%
2406	0B-D	7-098		0/1	367	52	0.093880%	0.091274%
2407	1B-A	3-120		1/1	431	52	0.110251%	0.107191%
2408	0B-C	3-002		0/1	364	46	0.093112%	0.090528%
2409	0B-B	4-099		0/1	363	45	0.092857%	0.090279%
2410	0B-E	5-017		0/1	379	46	0.096950%	0.094258%
2411	1B-B	5-109		1/1	468	45	0.119716%	0.116393%
2412	1B-H	6-063	PS6-063	1/1	588	91	0.150412%	0.146237%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
2413	1B-I	6-052	PS6-052	1/1	624	44	0.159621%	0.155191%
2414	2B-E	4-047	PS4-047	2/2	842	127	0.215387%	0.209408%
2415	2B-D	4-033	PS4-033	2/2	828	49	0.211805%	0.205926%
2416	0B-A	5-129		0/1	347	48	0.088764%	0.086300%
2417	1B-F	2-062	PS2-062	1/1	554	42	0.141715%	0.137781%
2500	1B-G	5-074	PS5-074	1/1	556	44	0.142227%	0.138279%
2501	2B-F	3-021, 3-099	PS3-021	2/2	846	81	0.216410%	0.210403%
2502	2B-C	2-082, 2-098	PS2-082	2/2	823	41	0.210526%	0.204683%
2503	1B-C	3-061	PS3-061	1/1	473	76	0.120995%	0.117637%
2504	1B-E	5-061	PS5-061	1/1	575	49	0.147087%	0.143004%
2505	1B-D	4-061	PS4-061	1/1	493	68	0.126111%	0.122611%
2506	0B-D	7-097		0/1	367	52	0.093880%	0.091274%
2507	1B-A	3-119		1/1	431	52	0.110251%	0.107191%
2508	0B-C	3-001		0/1	364	46	0.093112%	0.090528%
2509	0B-B	4-098		0/1	363	45	0.092857%	0.090279%
2510	0B-E	4-017		0/1	379	46	0.096950%	0.094258%
2511	1B-B	5-108		1/1	468	45	0.119716%	0.116393%
2512	1B-H	6-062	PS6-062	1/1	588	91	0.150412%	0.146237%
2513	1B-I	6-051	PS6-051	1/1	624	44	0.159621%	0.155191%
2514	2B-E	4-046	PS4-046	2/2	842	127	0.215387%	0.209408%
2515	2B-D	4-032	PS4-032	2/2	828	49	0.211805%	0.205926%
2516	0B-A	5-106		0/1	347	48	0.088764%	0.086300%
2517	1B-F	6-080	PS6-080	1/1	554	42	0.141715%	0.137781%
2600	1B-G	5-035	PS5-035	1/1	559	44	0.142994%	0.139025%
2601	2B-F	3-020, 3-098	PS3-020	2/2	846	81	0.216410%	0.210403%
2602	2B-C	2-083, 2-097	PS2-083	2/2	826	41	0.211294%	0.205429%
2603	1B-C	3-060	PS3-060	1/1	473	76	0.120995%	0.117637%
2604	1B-E	5-060	PS5-060	1/1	575	49	0.147087%	0.143004%
2605	1B-D	4-060	PS4-060	1/1	493	68	0.126111%	0.122611%
2606	0B-D	7-096		0/1	367	52	0.093880%	0.091274%
2607	1B-A	3-118		1/1	431	52	0.110251%	0.107191%
2608	0B-C	2-106		0/1	364	46	0.093112%	0.090528%
2609	0B-B	4-097		0/1	363	45	0.092857%	0.090279%
2610	0B-E	4-016		0/1	379	46	0.096950%	0.094258%
2611	1B-B	5-107		1/1	468	45	0.119716%	0.116393%
2612	1B-H	6-061	PS6-061	1/1	588	91	0.150412%	0.146237%
2613	1B-I	6-050	PS6-050	1/1	624	44	0.159621%	0.155191%
2614	2B-E	4-045	PS4-045	2/2	842	127	0.215387%	0.209408%
2615	2B-D	4-031	PS4-031	2/2	828	49	0.211805%	0.205926%
2616	0B-A	5-105		0/1	347	48	0.088764%	0.086300%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
2617	1B-F	6-035	PS6-035	1/1	554	42	0.141715%	0.137781%
2700	1B-G	5-034	PS5-034	1/1	556	44	0.142227%	0.138279%
2701	2B-F	2-074, 3-097	PS2-074	2/2	846	81	0.216410%	0.210403%
2702	2B-C	2-084, 2-096	PS2-084	2/2	823	41	0.210526%	0.204683%
2703	1B-C	3-059	PS3-059	1/1	473	76	0.120995%	0.117637%
2704	1B-E	5-059	PS5-059	1/1	575	49	0.147087%	0.143004%
2705	1B-D	4-059	PS4-059	1/1	493	68	0.126111%	0.122611%
2706	0B-D	7-095		0/1	367	52	0.093880%	0.091274%
2707	1B-A	3-117		1/1	431	52	0.110251%	0.107191%
2708	0B-C	2-105		0/1	364	46	0.093112%	0.090528%
2709	0B-B	4-096		0/1	363	45	0.092857%	0.090279%
2710	0B-E	4-015		0/1	379	46	0.096950%	0.094258%
2711	1B-B	4-128		1/1	468	45	0.119716%	0.116393%
2712	1B-H	6-060	PS6-060	1/1	588	91	0.150412%	0.146237%
2713	1B-I	6-049	PS6-049	1/1	624	44	0.159621%	0.155191%
2714	2B-E	4-044	PS4-044	2/2	842	127	0.215387%	0.209408%
2715	2B-D	4-030	PS4-030	2/2	828	49	0.211805%	0.205926%
2716	0B-A	5-104		0/1	347	48	0.088764%	0.086300%
2717	1B-F	6-034	PS6-034	1/1	554	42	0.141715%	0.137781%
2800	1B-G	5-033	PS5-033	1/1	559	44	0.142994%	0.139025%
2801	2B-F	2-075, 3-096	PS2-075	2/2	846	81	0.216410%	0.210403%
2802	2B-C	2-085, 2-095	PS2-085	2/2	826	41	0.211294%	0.205429%
2803	1B-C	3-058	PS3-058	1/1	473	76	0.120995%	0.117637%
2804	1B-E	5-058	PS5-058	1/1	575	49	0.147087%	0.143004%
2805	1B-D	4-058	PS4-058	1/1	493	68	0.126111%	0.122611%
2806	0B-D	7-094		0/1	367	52	0.093880%	0.091274%
2807	1B-A	3-116		1/1	431	52	0.110251%	0.107191%
2808	0B-C	2-104		0/1	364	46	0.093112%	0.090528%
2809	0B-B	4-095		0/1	363	45	0.092857%	0.090279%
2810	0B-E	4-014		0/1	379	46	0.096950%	0.094258%
2811	1B-B	4-127		1/1	468	45	0.119716%	0.116393%
2812	1B-H	6-059	PS6-059	1/1	588	91	0.150412%	0.146237%
2813	1B-I	6-048	PS6-048	1/1	624	44	0.159621%	0.155191%
2814	2B-E	4-043	PS4-043	2/2	842	127	0.215387%	0.209408%
2815	2B-D	4-029	PS4-029	2/2	828	49	0.211805%	0.205926%
2816	0B-A	5-103		0/1	347	48	0.088764%	0.086300%
2817	1B-F	6-033	PS6-033	1/1	554	42	0.141715%	0.137781%
2900	1B-G	5-032	PS5-032	1/1	556	44	0.142227%	0.138279%
2901	2B-F	2-076, 3-095	PS2-076	2/2	846	81	0.216410%	0.210403%
2902	2B-C	2-086, 2-094	PS2-086	2/2	823	41	0.210526%	0.204683%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
2903	1B-C	7-044	PS7-044	1/1	473	76	0.120995%	0.117637%
2904	1B-E	7-077	PS7-077	1/1	575	49	0.147087%	0.143004%
2905	1B-D	7-033	PS7-033	1/1	493	68	0.126111%	0.122611%
2906	0B-D	7-093		0/1	367	52	0.093880%	0.091274%
2907	1B-A	3-115		1/1	431	52	0.110251%	0.107191%
2908	0B-C	2-010		0/1	364	46	0.093112%	0.090528%
2909	0B-B	4-094		0/1	363	45	0.092857%	0.090279%
2910	0B-E	4-013		0/1	379	46	0.096950%	0.094258%
2911	1B-B	4-126		1/1	468	45	0.119716%	0.116393%
2912	1B-H	7-088	PS7-088	1/1	588	91	0.150412%	0.146237%
2913	1B-I	6-047	PS6-047	1/1	624	44	0.159621%	0.155191%
2914	2B-E	4-042	PS4-042	2/2	842	127	0.215387%	0.209408%
2915	2B-D	4-028	PS4-028	2/2	828	49	0.211805%	0.205926%
2916	0B-A	5-102		0/1	347	48	0.088764%	0.086300%
2917	1B-F	6-032	PS6-032	1/1	554	42	0.141715%	0.137781%
3000	1B-G	5-031	PS5-031	1/1	559	44	0.142994%	0.139025%
3001	2B-F	2-077, 3-094	PS2-077	2/2	846	81	0.216410%	0.210403%
3002	2B-C	2-087, 2-093	PS2-087	2/2	826	41	0.211294%	0.205429%
3003	1B-C	7-043	PS7-043	1/1	473	76	0.120995%	0.117637%
3004	1B-E	7-076	PS7-076	1/1	575	49	0.147087%	0.143004%
3005	1B-D	7-032	PS7-032	1/1	493	68	0.126111%	0.122611%
3006	0B-D	7-092		0/1	367	52	0.093880%	0.091274%
3007	1B-A	3-114		1/1	431	52	0.110251%	0.107191%
3008	0B-C	2-009		0/1	364	46	0.093112%	0.090528%
3009	0B-B	4-093		0/1	363	45	0.092857%	0.090279%
3010	0B-E	4-012		0/1	379	46	0.096950%	0.094258%
3011	1B-B	4-125		1/1	468	45	0.119716%	0.116393%
3012	1B-H	7-087	PS7-087	1/1	588	91	0.150412%	0.146237%
3013	1B-I	6-046	PS6-046	1/1	624	44	0.159621%	0.155191%
3014	2B-E	4-041	PS4-041	2/2	842	127	0.215387%	0.209408%
3015	2B-D	4-027	PS4-027	2/2	828	49	0.211805%	0.205926%
3016	0B-A	5-101		0/1	347	48	0.088764%	0.086300%
3017	1B-F	6-031	PS6-031	1/1	554	42	0.141715%	0.137781%
3100	1B-G	5-030	PS5-030	1/1	556	44	0.142227%	0.138279%
3101	2B-F	2-078, 3-093	PS2-078	2/2	846	81	0.216410%	0.210403%
3102	2B-C	2-088, 2-092	PS2-088	2/2	823	41	0.210526%	0.204683%
3103	1B-C	7-042	PS7-042	1/1	473	76	0.120995%	0.117637%
3104	1B-E	7-075	PS7-075	1/1	575	49	0.147087%	0.143004%
3105	1B-D	7-031	PS7-031	1/1	493	68	0.126111%	0.122611%
3106	0B-D	7-091		0/1	367	52	0.093880%	0.091274%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
3107	1B-A	3-113		1/1	431	52	0.110251%	0.107191%
3108	0B-C	2-008		0/1	364	46	0.093112%	0.090528%
3109	0B-B	4-131		0/1	363	45	0.092857%	0.090279%
3110	0B-E	4-011		0/1	379	46	0.096950%	0.094258%
3111	1B-B	4-124		1/1	468	45	0.119716%	0.116393%
3112	1B-H	7-086	PS7-086	1/1	588	91	0.150412%	0.146237%
3113	1B-I	6-045	PS6-045	1/1	624	44	0.159621%	0.155191%
3114	2B-E	4-040	PS4-040	2/2	842	127	0.215387%	0.209408%
3115	2B-D	4-026	PS4-026	2/2	828	49	0.211805%	0.205926%
3116	0B-A	5-100		0/1	347	48	0.088764%	0.086300%
3117	1B-F	6-030	PS6-030	1/1	554	42	0.141715%	0.137781%
3200	1B-G	5-029	PS5-029	1/1	559	44	0.142994%	0.139025%
3201	2B-F	2-035, 3-092	PS2-035	2/2	846	81	0.216410%	0.210403%
3202	2B-C	2-053, 2-091	PS2-053	2/2	826	41	0.211294%	0.205429%
3203	1B-C	7-041	PS7-041	1/1	473	76	0.120995%	0.117637%
3204	1B-E	7-074	PS7-074	1/1	575	49	0.147087%	0.143004%
3205	1B-D	7-030	PS7-030	1/1	493	68	0.126111%	0.122611%
3206	0B-D	7-090		0/1	367	52	0.093880%	0.091274%
3207	1B-A	3-112		1/1	431	52	0.110251%	0.107191%
3208	0B-C	2-007		0/1	364	46	0.093112%	0.090528%
3209	0B-B	4-132		0/1	363	45	0.092857%	0.090279%
3210	0B-E	4-010		0/1	379	46	0.096950%	0.094258%
3211	1B-B	4-123		1/1	468	45	0.119716%	0.116393%
3212	1B-H	7-085	PS7-085	1/1	588	91	0.150412%	0.146237%
3213	1B-I	6-044	PS6-044	1/1	624	44	0.159621%	0.155191%
3214	2B-E	4-039	PS4-039	2/2	842	127	0.215387%	0.209408%
3215	2B-D	4-086	PS4-086	2/2	828	49	0.211805%	0.205926%
3216	0B-A	5-099		0/1	347	48	0.088764%	0.086300%
3217	1B-F	6-029	PS6-029	1/1	554	42	0.141715%	0.137781%
3300	1B-G	5-028	PS5-028	1/1	556	44	0.142227%	0.138279%
3301	2B-F	2-034, 3-091	PS2-034	2/2	846	81	0.216410%	0.210403%
3302	2B-C	2-052, 2-090	PS2-052	2/2	823	41	0.210526%	0.204683%
3303	1B-C	7-040	PS7-040	1/1	473	76	0.120995%	0.117637%
3304	1B-E	7-053	PS7-053	1/1	575	49	0.147087%	0.143004%
3305	1B-D	7-029	PS7-029	1/1	493	68	0.126111%	0.122611%
3306	0B-D	7-089		0/1	367	52	0.093880%	0.091274%
3307	1B-A	3-111		1/1	431	52	0.110251%	0.107191%
3308	0B-C	2-006		0/1	364	46	0.093112%	0.090528%
3309	0B-B	4-133		0/1	363	45	0.092857%	0.090279%
3310	0B-E	4-009		0/1	379	46	0.096950%	0.094258%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanal Area (square feet)	Residential Class Common Interest %	Common Interest %
3311	1B-B	4-122		1/1	468	45	0.119716%	0.116393%
3312	1B-H	7-084	PS7-084	1/1	588	91	0.150412%	0.146237%
3313	1B-I	6-043	PS6-043	1/1	624	44	0.159621%	0.155191%
3314	2B-E	4-038	PS4-038	2/2	842	127	0.215387%	0.209408%
3315	2B-D	3-129, 7-060	PS7-060	2/2	828	49	0.211805%	0.205926%
3316	0B-A	5-098		0/1	347	48	0.088764%	0.086300%
3317	1B-F	6-028	PS6-028	1/1	554	42	0.141715%	0.137781%
3400	1B-G	5-027	PS5-027	1/1	559	44	0.142994%	0.139025%
3401	2B-F	2-033, 3-090	PS2-033	2/2	846	81	0.216410%	0.210403%
3402	2B-C	2-051, 2-089	PS2-051	2/2	826	41	0.211294%	0.205429%
3403	1B-C	7-039	PS7-039	1/1	473	76	0.120995%	0.117637%
3404	1B-E	7-052	PS7-052	1/1	575	49	0.147087%	0.143004%
3405	1B-D	7-028	PS7-028	1/1	493	68	0.126111%	0.122611%
3406	0B-D	6-130		0/1	367	52	0.093880%	0.091274%
3407	1B-A	3-110		1/1	431	52	0.110251%	0.107191%
3408	0B-C	2-005		0/1	364	46	0.093112%	0.090528%
3409	0B-B	4-134		0/1	363	45	0.092857%	0.090279%
3410	0B-E	4-008		0/1	379	46	0.096950%	0.094258%
3411	1B-B	4-121		1/1	468	45	0.119716%	0.116393%
3412	1B-H	7-083	PS7-083	1/1	588	91	0.150412%	0.146237%
3413	1B-I	6-042	PS6-042	1/1	624	44	0.159621%	0.155191%
3414	2B-E	3-043, 4-091	PS3-043	2/2	842	127	0.215387%	0.209408%
3415	2B-D	3-030, 6-002	PS3-030	2/2	828	49	0.211805%	0.205926%
3416	0B-A	5-097		0/1	347	48	0.088764%	0.086300%
3417	1B-F	6-027	PS6-027	1/1	554	42	0.141715%	0.137781%
3500	1B-G	5-026	PS5-026	1/1	556	44	0.142227%	0.138279%
3501	2B-F	2-032, 3-089	PS2-032	2/2	846	81	0.216410%	0.210403%
3502	2B-C	2-050, 2-131	PS2-050	2/2	823	41	0.210526%	0.204683%
3503	1B-C	7-038	PS7-038	1/1	473	76	0.120995%	0.117637%
3504	1B-E	7-051	PS7-051	1/1	575	49	0.147087%	0.143004%
3505	1B-D	7-027	PS7-027	1/1	493	68	0.126111%	0.122611%
3506	0B-D	6-129		0/1	367	52	0.093880%	0.091274%
3507	1B-A	3-109		1/1	431	52	0.110251%	0.107191%
3508	0B-C	2-004		0/1	364	46	0.093112%	0.090528%
3509	0B-B	4-136		0/1	363	45	0.092857%	0.090279%
3510	0B-E	4-007		0/1	379	46	0.096950%	0.094258%
3511	1B-B	4-120		1/1	468	45	0.119716%	0.116393%
3512	1B-H	7-082	PS7-082	1/1	588	91	0.150412%	0.146237%
3513	1B-I	6-041	PS6-041	1/1	624	44	0.159621%	0.155191%
3514	2B-E	3-042, 4-090	PS3-042	2/2	842	127	0.215387%	0.209408%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
3515	2B-D	3-029, 3-104	PS3-029	2/2	828	49	0.211805%	0.205926%
3516	0B-A	5-096		0/1	347	48	0.088764%	0.086300%
3517	1B-F	6-026	PS6-026	1/1	554	42	0.141715%	0.137781%
3600	1B-G	5-025	PS5-025	1/1	559	44	0.142994%	0.139025%
3601	2B-F	2-031, 2-130	PS2-031	2/2	846	81	0.216410%	0.210403%
3602	2B-C	2-049, 2-132	PS2-049	2/2	826	41	0.211294%	0.205429%
3603	1B-C	6-086	PS6-086	1/1	473	76	0.120995%	0.117637%
3604	1B-E	7-050	PS7-050	1/1	575	49	0.147087%	0.143004%
3605	1B-D	7-026	PS7-026	1/1	493	68	0.126111%	0.122611%
3606	0B-D	6-106		0/1	367	52	0.093880%	0.091274%
3607	1B-A	3-108		1/1	431	52	0.110251%	0.107191%
3608	0B-C	2-003		0/1	364	46	0.093112%	0.090528%
3609	0B-B	7-073	PS7-073	0/1	363	45	0.092857%	0.090279%
3610	0B-E	4-006		0/1	379	46	0.096950%	0.094258%
3611	1B-B	4-119		1/1	468	45	0.119716%	0.116393%
3612	1B-H	7-081	PS7-081	1/1	588	91	0.150412%	0.146237%
3613	1B-I	6-040	PS6-040	1/1	624	44	0.159621%	0.155191%
3614	2B-E	3-041, 4-089	PS3-041	2/2	842	127	0.215387%	0.209408%
3615	2B-D	3-028, 3-103	PS3-028	2/2	828	49	0.211805%	0.205926%
3616	0B-A	5-095		0/1	347	48	0.088764%	0.086300%
3617	1B-F	6-025	PS6-025	1/1	554	42	0.141715%	0.137781%
3700	1B-G	5-024	PS5-024	1/1	556	44	0.142227%	0.138279%
3701	2B-F	2-030, 2-129	PS2-030	2/2	846	81	0.216410%	0.210403%
3702	2B-C	2-048, 2-133	PS2-048	2/2	823	41	0.210526%	0.204683%
3703	1B-C	6-085	PS6-085	1/1	473	76	0.120995%	0.117637%
3704	1B-E	7-049	PS7-049	1/1	575	49	0.147087%	0.143004%
3705	1B-D	7-025	PS7-025	1/1	493	68	0.126111%	0.122611%
3706	0B-D	6-105		0/1	367	52	0.093880%	0.091274%
3707	1B-A	3-107		1/1	431	52	0.110251%	0.107191%
3708	0B-C	2-002		0/1	364	46	0.093112%	0.090528%
3709	0B-B	7-072	PS7-072	0/1	363	45	0.092857%	0.090279%
3710	0B-E	4-005		0/1	379	46	0.096950%	0.094258%
3711	1B-B	4-118		1/1	468	45	0.119716%	0.116393%
3712	1B-H	7-080	PS7-080	1/1	588	91	0.150412%	0.146237%
3713	1B-I	6-039	PS6-039	1/1	624	44	0.159621%	0.155191%
3714	2B-E	3-040, 3-130	PS3-040	2/2	842	127	0.215387%	0.209408%
3715	2B-D	3-027, 3-131	PS3-027	2/2	828	49	0.211805%	0.205926%
3716	0B-A	5-131		0/1	347	48	0.088764%	0.086300%
3717	1B-F	6-024	PS6-024	1/1	554	42	0.141715%	0.137781%
3800	1B-G	5-023	PS5-023	1/1	559	44	0.142994%	0.139025%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
3801	2B-F	2-029, 2-103	PS2-029	2/2	846	81	0.216410%	0.210403%
3802	2B-C	2-047, 2-134	PS2-047	2/2	826	41	0.211294%	0.205429%
3803	1B-C	6-084	PS6-084	1/1	473	76	0.120995%	0.117637%
3804	1B-E	7-048	PS7-048	1/1	575	49	0.147087%	0.143004%
3805	1B-D	7-024	PS7-024	1/1	493	68	0.126111%	0.122611%
3806	0B-D	6-104		0/1	367	52	0.093880%	0.091274%
3807	1B-A	2-128		1/1	431	52	0.110251%	0.107191%
3808	0B-C	2-001		0/1	364	46	0.093112%	0.090528%
3809	0B-B	7-071	PS7-071	0/1	363	45	0.092857%	0.090279%
3810	0B-E	4-004		0/1	379	46	0.096950%	0.094258%
3811	1B-B	4-117		1/1	468	45	0.119716%	0.116393%
3812	1B-H	7-079	PS7-079	1/1	588	91	0.150412%	0.146237%
3813	1B-I	6-038	PS6-038	1/1	624	44	0.159621%	0.155191%
3814	2B-E	3-039, 3-132	PS3-039	2/2	842	127	0.215387%	0.209408%
3815	2B-D	3-026, 3-133	PS3-026	2/2	828	49	0.211805%	0.205926%
3816	0B-A	5-132		0/1	347	48	0.088764%	0.086300%
3817	1B-F	6-023	PS6-023	1/1	554	42	0.141715%	0.137781%
3900	1B-G	5-022	PS5-022	1/1	556	44	0.142227%	0.138279%
3901	2B-F	2-028, 2-102	PS2-028	2/2	846	81	0.216410%	0.210403%
3902	2B-C	2-046, 2-136	PS2-046	2/2	823	41	0.210526%	0.204683%
3903	1B-C	6-083	PS6-083	1/1	473	76	0.120995%	0.117637%
3904	1B-E	7-047	PS7-047	1/1	575	49	0.147087%	0.143004%
3905	1B-D	7-023	PS7-023	1/1	493	68	0.126111%	0.122611%
3906	0B-D	6-103		0/1	367	52	0.093880%	0.091274%
3907	1B-A	2-127		1/1	431	52	0.110251%	0.107191%
3908	0B-C	7-133		0/1	364	46	0.093112%	0.090528%
3909	0B-B	7-070	PS7-070	0/1	363	45	0.092857%	0.090279%
3910	0B-E	4-003		0/1	379	46	0.096950%	0.094258%
3911	1B-B	4-116		1/1	468	45	0.119716%	0.116393%
3912	1B-H	7-078	PS7-078	1/1	588	91	0.150412%	0.146237%
3913	1B-I	5-053	PS5-053	1/1	624	44	0.159621%	0.155191%
3914	2B-E	3-038, 3-134	PS3-038	2/2	842	127	0.215387%	0.209408%
3915	2B-D	3-025, 3-136	PS3-025	2/2	828	49	0.211805%	0.205926%
3916	0B-A	5-133		0/1	347	48	0.088764%	0.086300%
3917	1B-F	6-022	PS6-022	1/1	554	42	0.141715%	0.137781%
4000	1B-G	5-021	PS5-021	1/1	559	44	0.142994%	0.139025%
4001	2B-F	2-022, 2-023	PS2-022, PS2-023	2/2	846	81	0.216410%	0.210403%
4002	2B-C	2-040, 2-041	PS2-040, PS2-041	2/2	826	41	0.211294%	0.205429%
4003	1B-C	6-082	PS6-082	1/1	473	76	0.120995%	0.117637%
4004	1B-E	7-046	PS7-046	1/1	575	49	0.147087%	0.143004%

Unit Number	Unit Type	Parking Stall(s)	Storage	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Residential Class Common Interest %	Common Interest %
4005	1B-D	7-022	PS7-022	1/1	493	68	0.126111%	0.122611%
4006	0B-D	6-131		0/1	367	52	0.093880%	0.091274%
4007	1B-A	2-126		1/1	431	52	0.110251%	0.107191%
4008	0B-C	7-134		0/1	364	46	0.093112%	0.090528%
4009	0B-B	7-069	PS7-069	0/1	363	45	0.092857%	0.090279%
4010	0B-E	4-018		0/1	379	46	0.096950%	0.094258%
4011	1B-B	4-115		1/1	468	45	0.119716%	0.116393%
4012	1B-H	7-035	PS7-035	1/1	588	91	0.150412%	0.146237%
4013	1B-I	5-052	PS5-052	1/1	624	44	0.159621%	0.155191%
4014	2B-E	2-044, 2-045	PS2-044, PS2-045	2/2	842	127	0.215387%	0.209408%
4015	2B-D	2-026, 2-027	PS2-026, PS2-027	2/2	828	49	0.211805%	0.205926%
4016	0B-A	5-134		0/1	347	48	0.088764%	0.086300%
4017	1B-F	6-021	PS6-021	1/1	554	42	0.141715%	0.137781%
4100	1B-G	5-020	PS5-020	1/1	556	44	0.142227%	0.138279%
4101	2B-F	2-020, 2-021	PS2-020, PS2-021	2/2	846	81	0.216410%	0.210403%
4102	2B-C	2-038, 2-039	PS2-038, PS2-039	2/2	823	41	0.210526%	0.204683%
4103	1B-C	6-081	PS6-081	1/1	473	76	0.120995%	0.117637%
4104	1B-E	7-045	PS7-045	1/1	575	49	0.147087%	0.143004%
4105	1B-D	7-021	PS7-021	1/1	493	68	0.126111%	0.122611%
4106	0B-D	6-132		0/1	367	52	0.093880%	0.091274%
4107	1B-A	2-125		1/1	431	52	0.110251%	0.107191%
4108	0B-C	7-136		0/1	364	46	0.093112%	0.090528%
4109	0B-B	7-068	PS7-068	0/1	363	45	0.092857%	0.090279%
4110	0B-E	4-019		0/1	379	46	0.096950%	0.094258%
4111	1B-B	4-114		1/1	468	45	0.119716%	0.116393%
4112	1B-H	7-034	PS7-034	1/1	588	91	0.150412%	0.146237%
4113	1B-I	5-051	PS5-051	1/1	624	44	0.159621%	0.155191%
4114	2B-E	2-042, 2-043	PS2-042, PS2-043	2/2	842	127	0.215387%	0.209408%
4115	2B-D	2-024, 2-025	PS2-024, PS2-025	2/2	828	49	0.211799%	0.205936%
4116	0B-A	5-136		0/1	347	48	0.088764%	0.086300%
4117	1B-F	6-020	PS6-020	1/1	554	42	0.141715%	0.137781%

TOTAL	-	-	-	-	390,925	38,329	100.000000%	97.224226%
TOTAL CI%	-	-	-	-	-	-	-	100.000000%

COMMERCIAL UNIT

Commercial Unit No.	Unit Type	Approx. Net Commercial Area (SF)	Commercial Class Common Interest %	Common Interest %
C-100	Commercial	11,161	100.000000%	2.775774%
TOTAL	-	11,161	100.000000%	2.775774%

A. LAYOUT AND FLOOR PLANS OF UNITS. Each Unit has the number of bedrooms ("Bed") and bathrooms ("Bath") noted above. The layouts and floor plans of each Unit are depicted in the Condominium Map. None of the Units contain a basement.

B. APPROXIMATE NET LIVING AREAS. The approximate net living areas of the Commercial Unit and the Residential Units were determined by measuring the area between the interior finished surfaces of all perimeter and party walls at the floor for each Unit and includes the area occupied by load bearing and nonloadbearing interior walls, columns, ducts, vents, shafts, stairways and the like located within the Unit's perimeter walls. All areas are not exact and are approximates based on the floor plans of each type of Unit.

C. COMMON INTEREST. The Common Interest for each of the seven hundred fifty-two (752) Units (the Commercial Unit and the 751 Residential Units) in the Project is calculated based on dividing the approximate net living or commercial area of the Unit, as applicable, by the total net area of all the Units in the Project. In order to permit the Common Interest for all Units in the Project to equal exactly one hundred percent (100%), the Common Interest attributable to Residential Unit No. 4115 was increased by 0.00001%.

D. COMMERCIAL UNIT CLASS COMMON INTEREST AND RESIDENTIAL UNIT CLASS COMMON INTEREST. The Commercial Unit Class Common Interest is calculated for the Commercial Unit in a fair and equitable manner. Since currently there is only one (1) Commercial Unit, one hundred percent (100%) of the Class Common Interest is held by Unit No. C-100. The Residential Unit Class Common Interest is calculated based on dividing the approximate net living area of the Residential Unit by the total net living area of all Residential Units in the Project. In order to permit the Residential Unit Class Common Interest to equal one hundred percent (100%), the Residential Class Common Interest to Residential Unit No. 4115 was decreased by 0.000006%.

E. PARKING STALLS AND STORAGE LOCKERS. The Condominium Map depicts the location, type and number of parking stalls, parking storage, tower storage and storage rooms in the Project. All parking stalls (including guest parking stalls), parking storage, tower storage and storage rooms not otherwise identified above as a Unit Limited Common Element to a specific Unit, shall be a Unit Limited Common Element appurtenant to the Resident Manager Unit, Unit No. 915. Parking storage, identified as "PS" on the Condominium Map, shall become a Unit Limited Common Element, together with the designated parking stalls, to the specific Unit set forth in this Exhibit. A Resident Unit Limited Common Element parking stall must be reassigned and exchanged together with its adjoining parking storage and similarly, any overhead parking storage must be reassigned and exchanged together with its adjoining Residential Unit Limited Common Element parking stall. All storage lockers identified on the Condominium Map with "S" (tower storage or storage room) or "PS" (parking storage) and a number are Unit Limited Common Elements appurtenant to the Resident Manager Unit, Unit No. 915, unless otherwise assigned and redesignated as a Unit Limited Common Element to another Unit. Developer has the reserved right to redesignate such parking stalls, parking storage, tower storage and storage rooms currently designated as Unit Limited Common Elements appurtenant to the Resident Manager Unit to other Residential Units or the Commercial Unit(s) in the Project as Unit Limited Common Elements appurtenant to such Residential Units or Commercial Unit(s), respectively.

END OF EXHIBIT "A"

EXHIBIT "A-1"

PARKING STALL SUMMARY

PARKING STALL MATRIX						
LEVEL	STANDARD	COMPACT	ACCESSIBLE	TANDEM	LOADING	LEVEL PARKING COUNT
1	38	22	7	8	4	75*
2	69	64	3	-	-	136
3	72	61	3	-	-	136
4	72	61	3	-	-	136
5	72	61	3	-	-	136
6	72	61	3	-	-	136
7	71	61	3	-	-	135
8	7	7	-	-	-	14
TOTAL	473	398	25	8	4	904

TOTAL PARKING STALLS 904

TOTAL GUEST STALLS 15

TOTAL LOADING STALLS 4

**Level parking count does not include the loading stalls on Level 1.*

Notes:

1. See Condominium Map for parking stall numbers, depiction and location of parking stalls.
2. Counts include Residential and Commercial parking stalls.
3. All Parking Stalls in the Project not appurtenant to a Unit as a Unit Limited Common Element in Exhibit "A", are Unit Limited Common Elements appurtenant to the Resident Manager Unit, Unit No. 915.
4. Guest stalls are included in the parking counts.
5. Loading stalls are for the use of the Commercial and Residential Units, as designated on the Condominium Map.

END OF EXHIBIT "A-1"

EXHIBIT "A-1"

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EXHIBIT "B"

BOUNDARIES OF EACH UNIT

Capitalized terms have the same meanings ascribed to such terms in the Declaration.

A. The respective Units in the Project shall be deemed to include the following: (i) all interior walls, doors, windows, window frames and partitions that are not load-bearing and that are located within the space bounded by the Unit's perimeter walls but not the perimeter walls themselves, (ii) the interior decorated or finished surfaces of all doors, door frames, columns, and window frames of perimeter and party walls, (iii) the interior decorated or finished surfaces of all floors and ceilings, (iv) all lath, furring, wallboard, plasterboard, plaster, paneling, tile, wallpaper, paint, finished flooring, and any other materials constituting the finished interior decorated surfaces of such walls and columns, interior doors, interior door and window frames, and floors and ceilings, (v) the air space surrounded by such walls, doors, door and window frames, floors and ceilings, (vi) any stairs, escalators, and/or elevators within its perimeter walls to access another level of the same Unit or access to any Unit Limited Common Element lanai, if any, (vii) all fixtures (if any) originally installed in the Unit and (viii) any pipes, shafts, wires, conduits, ducts or other utility or service lines running through such Unit that are utilized for or service only that Unit.

B. The respective Units in the Project shall not be deemed to include the following: (a) the undecorated and unfinished surfaces of perimeter and party walls and doors, sliding doors and frames, door frames, windows and window frames and any exterior surfaces thereof, (b) the interior load bearing walls and columns and their undecorated or unfinished surfaces, (c) any door or window frames located in the interior load bearing walls and their undecorated or unfinished surfaces, (d) any lanais or walls, floors, and/or ceilings partially surrounding any lanai and (e) any pipes, shafts, wires, conduits, ducts or other utility or service lines running through such Unit that are utilized for or service more than one Unit; and (f) any General Common Elements or Limited Common Elements as provided in the Declaration.

The Developer shall have the right to adjust the boundaries and/or square footages of the Units and the descriptions of the perimeter boundaries set forth on the Condominium Map as necessary to correct minor discrepancies and/or errors in the descriptions or areas; provided that Developer shall record an amendment to the Declaration to reflect such modification; and further provided that Developer need not recalculate and readjust Common Interests of the Units impacted for such minor corrections to the areas in accordance with Article III, Section B of the Declaration.

END OF EXHIBIT "B"

EXHIBIT "B"

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EXHIBIT "C"

PERMITTED ALTERATIONS TO RESIDENTIAL UNITS

Capitalized terms have the same meanings ascribed to such terms in the Declaration.

A. IN GENERAL. The provisions in the Declaration regarding permitted alterations applies, except as otherwise provided by the federal Fair Housing Act (42 U.S.C. Sec. 3601 et seq.), as amended by the Fair Housing Amendments Act of 1988, and the rules and regulations adopted under it, as either of them may be amended from time to time ("*FHA*") and except as otherwise provided in the Declaration. The provisions in the Declaration, however, do not apply to changes made by Developer when exercising Developer's Reserved Rights. Neither the Association nor any Owner may make any structural changes or additions to the General Common Elements, Units, or the Limited Common Elements that are different in any material respect from the Condominium Map, except pursuant to any requisite vote by the Association and amendment of the Declaration, or as otherwise set forth in the Declaration or in the Bylaws. Any such restoration, replacement, construction, alteration or addition must be made in accordance with complete plans and specifications that are first approved by the Board in writing, and with the consent of the Commercial Director. Promptly after the work is completed, the Association, Developer or the Unit Owner must record the amendment along with any necessary changes to the Condominium Map. This paragraph A does not apply to "nonmaterial structural additions to the Common Elements" as that term is used in Section 514B-140 of the Act. Nothing in this paragraph A (1) authorizes any work or change that would jeopardize the soundness, safety or structural integrity of any part of the Project; (2) authorizes any work or change by a Residential Unit Owner that would materially change the uniform external appearance of the Project without the approval of the Board and the consent of the Commercial Director; (3) authorizes any work or change by the Board that would materially change the exterior of the Parking Structure or Tower without the consent of the Commercial Director; (4) prohibits the Board from making or requiring that an Owner make changes within any Unit or Unit Limited Common Element as needed to comply with the fire code and all other laws that apply to the Project; and (5) prohibits Developer from completing the initial Project construction and Improvements.

B. BY RESIDENTIAL UNIT OWNERS. Owners of Residential Units shall not change or cause a change to the exterior of the Residential Units, or the Residential Limited Common Elements (including, without limitation, the installation of any type of signage), or Residential Unit Limited Common Elements without the prior written approval of the Board pursuant to Section XI.E of the Declaration and the prior written approval of the Developer, during the Development Period. Any change or modification that is made by the Developer, in its exercise of its Developer's Reserved Rights, shall not require the approval of the Board.

Each Residential Unit Owner has the right, subject to the terms and provisions in the Condominium Documents and the approvals required above, which approvals shall not be unreasonably withheld or delayed, to make any of the following changes, additions and improvements solely within the Owner's Residential Unit or within its Residential Unit Limited Common Elements that are appurtenant to such Residential Units, at such Owner's sole cost and expense. Each such Owner has the right:

1. To install, maintain, remove and rearrange non load-bearing partitions and walls from time to time within the perimeter walls of the Residential Unit; provided that the initial enclosed living area of any Residential Unit (as depicted on the Condominium Map) shall not be increased, including without limitation through the full or partial enclosure of any exterior lanai, if any;
2. To finish, change or substitute any plumbing, electrical or other fixtures attached to the

ceilings, floors or walls, as appropriate, for the use of the Residential Unit or its Unit Limited Common Element;

3. To make such changes, additions and Improvements to the Residential Unit or appurtenant Unit Limited Common Element to facilitate handicapped accessibility within the Residential Unit or Unit Limited Common Element; and

4. To consolidate two (2) or more Residential Units owned by the same Owner, provided that any intervening walls removed are not load-bearing or structural walls and/or do not support any other Unit of the building, and to install doors and other Improvements in the intervening wall and/or make other reasonable additions. The Residential Unit Owner must ensure that the structural integrity of the Residential Unit, Limited Common Elements and the building will not be adversely affected; that any plumbing or other lines that may run behind any non-load bearing walls are not adversely affected; the finish of the remaining Common Element Improvements are restored to substantially the same condition as prior to removal; and all construction activity is completed within a reasonable time. The Common Interest and Residential Unit Class Common Interest appurtenant to the single consolidated Unit shall equal the total of the Common Interest for the original Units and shall not affect the Common Interest appurtenant to any other Unit.

C. BY COMMERCIAL UNIT OWNER(S). In addition to any Developer's Reserved Rights set forth in the Declaration, the Owner(s) of the Commercial Unit shall have the right to change the exterior appearance of the Commercial Unit, the Commercial Unit Limited Common Elements and the non-load-bearing walls and partitions within the Commercial Unit to change the configuration, size and appearance of entrances and windows, facade and storefronts of the Commercial Unit and the appurtenant Commercial Unit Limited Common Elements, at such Owner's sole cost and expense, without the approval of the Board. Each Owner has the right:

1. To install, maintain, remove and rearrange partitions and other walls from time- to-time and/or to extend outside sitting areas or lounge areas for patrons within its Unit Limited Common Elements;

2. To finish, change, or substitute any plumbing, electrical or other fixtures attached to the ceilings, floors, or walls as appropriate for the use of the Commercial Unit or Commercial Unit Limited Common Elements;

3. To decorate, paint, repaint, wallpaper or otherwise change the appearance of any walls, floors and ceilings of the Commercial Unit or Commercial Unit Limited Common Elements and to add, modify, reconfigure, resize or replace the storefront or Improvements within the Commercial Unit or its Unit Limited Common Elements;

4. To make such changes, additions and Improvements to the Commercial Unit or Commercial Limited Common Elements to facilitate handicapped accessibility within the Commercial Unit or Commercial Unit Limited Common Elements;

5. To make "nonmaterial structural additions to the Common Elements" as that term is used in Section 514B-140 of the Act;

6. Subject to any zoning or building code requirements, to subdivide the Commercial Unit to create two (2) or more Units, designate which Unit Limited Common Elements of the subdivided Unit will be appurtenant to the Units resulting from the subdivision, and convert parts of the existing Commercial Unit to Common Element status to facilitate the subdivision. The total of the Common Interest for the newly-created

Commercial Units must be equal to the Common Interest of the Commercial Unit that was subdivided. If the Commercial Unit Owner subdivides the Commercial Unit, the Commercial Unit Owner may decide whether one or more than one resulting Commercial Unit will have any special rights or easements that are appurtenant to the original Commercial Unit under the Declaration, or such Owner may assign some or all of those rights to either or both of the resulting newly-created Commercial Units; and

7. In the event that there are multiple Commercial Units, to consolidate two (2) Commercial Units owned by the same Owner; provided that any intervening walls removed are not load-bearing or structural walls, and to install doors, stairways and other Improvements in the intervening wall and/or make other commercially reasonable additions. The Commercial Unit Owner must ensure that the structural integrity of the Commercial Units, Commercial Unit Limited Common Elements, and the building will not be adversely affected; the finish of the remaining Common Element Improvements is restored to substantially the same condition as prior to removal; and all construction activity is completed within a reasonable time. The Common Interest of any newly-created Commercial Unit shall be the aggregate of the two (2) initially separate Commercial Units.

Any material addition or alteration to the Commercial Unit or Commercial Limited Common Elements shall require the approval of the Board only if the proposed addition or alteration, as reasonably determined by a majority of the Board, could jeopardize the soundness or safety of the Project, impair any easement, or interfere with or deprive any non-consenting Owner of the use or enjoyment, or structural integrity, of any part of the General Common Elements. The issuance of a building permit by the County for the material addition or alteration shall be conclusive evidence that the addition or alteration would not jeopardize the soundness, safety or structural integrity of the Project.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL RESTRICTIONS ON ALTERATIONS TO UNITS CONTAINED IN THE DECLARATION, BYLAWS AND HOUSE RULES (COLLECTIVELY, "CONDOMINIUM DOCUMENTS"). WHILE THIS SUMMARY IS A GENERAL SUMMARY OF THE RIGHTS AND OBLIGATIONS UNDER THE CONDOMINIUM DOCUMENTS, PURCHASER MUST REFER TO THE DECLARATION, BYLAWS AND HOUSE RULES TO DETERMINE THE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCES EXISTS BETWEEN THIS SUMMARY AND THE PROJECT DOCUMENTS, THE CONDOMINIUM DOCUMENTS WILL CONTROL.

END OF EXHIBIT "C"

EXHIBIT "D"

SPECIAL USE RESTRICTIONS

A. PROJECT; IN GENERAL.

1. **STANDARD OF OPERATION.** The Project shall be occupied and used only for the purposes that are consistent with, and appropriate to, a residential and commercial mixed-use development operating pursuant to a Project Quality Standard and other uses permitted by law and the Condominium Documents.

2. **RIGHT TO SELL, LEASE OR RENT.** Subject to those certain prohibitions on uses set forth in the Declaration, the Owners of the respective Units shall have the absolute right, without the consent or joinder of any other Owners, to sell, rent, lease, or otherwise transfer such Units subject to all of the provisions of the Condominium Documents; provided, however, that as it pertains to the Residential Units, (a) all leases shall be in writing, signed by the Owner or Owner's representative and the tenant, (b) all leases shall have a term of not less than thirty (30) days, (c) all leases and rentals of Units or portions thereof shall be made in accordance with any applicable zoning ordinances and other applicable laws, including, but not limited to, the Residential Landlord Tenant Code, Chapter 521 of the Hawaii Revised Statutes, unless otherwise exempted therefrom, (d) without prior written approval of the Board, no leasing of less than an entire Unit shall be allowed, (e) Owner gives notice in writing to the Association that such Owner's Unit is being leased and the name of such lessee, (f) such Owner's right to lease is subject to any owner-occupant requirements under Part V.B of the Act and the Mauka Area Rules, and (g) no Residential Unit may be utilized for hotel purposes. In no event shall the Association have the authority to evict a tenant of the Commercial Unit or enforce any rights against a tenant of the Commercial Unit for any violation which is also a violation under a lease. In such instance, the Commercial Unit Owner, as landlord, may exercise its rights under the lease against such tenant.

3. **SEPARATE MORTGAGES.** Each Owner shall have the right to Mortgage or to otherwise encumber all, but not less than all, of such Owner's Unit. Any Mortgage shall be subordinate to all of the provisions of the Condominium Documents and, in the event of foreclosure, the provisions of the Condominium Documents shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise. Notwithstanding any other provision of the Condominium Documents, no breach of the provisions of the Declaration, nor the enforcement of any lien created pursuant to the provisions of the Declaration, shall impair, defeat or render invalid the priority of the lien of any Mortgage encumbering a Unit or encumbering Developer's interest in the Project.

4. **MAINTENANCE OF THE UNITS AND THEIR LIMITED COMMON ELEMENTS.** The Owner of a Unit shall keep the interior of his or her Unit and all appliances, plumbing, electrical and other fixtures and appurtenances constituting a part of the Unit and the Unit Limited Common Elements appurtenant thereto in a clean and sanitary condition and in good order and repair in accordance with the Project Quality Standard and in compliance with law, and shall be responsible for any damage or loss caused by his or her failure to do so. Decisions on repairs or modifications to the Unit Limited Common Elements shall be made by the Owners of Units to which such Unit Limited Common Elements are appurtenant and shall be subject to any additional provisions stated in the Condominium Documents. Owners shall be responsible for any damage or loss caused by such Owner's tenants, guests or invitees to any of the Common Elements or to other Units.

5. PROHIBITION ON ACTIVITIES THAT MAY JEOPARDIZE THE PROJECT. No Unit Owner shall do or suffer or permit anything to be done or kept on or in any Unit or appurtenant Unit Limited Common Element or elsewhere on the Project that will: (a) injure the reputation of the Project; (b) jeopardize the safety, soundness or structural integrity of the Improvements in the Project; (c) create a nuisance or interfere with or unreasonably disturb the rights of other Owners and Occupants; (d) reduce the value of the Project; (e) increase the rate of insurance applicable to the Units or the contents thereof, or to the Project; (f) violate the House Rules or any applicable law, ordinance, statute, rule or regulation of any local, county, state or federal government or agency thereof; or (g) cause the violation of any conditions or restrictions or covenants, agreement(s) entered into for the benefit of the Project and/or (h) result in the cancellation of insurance applicable to the Project or adversely affect the right of recovery thereunder or result in reputable companies refusing to provide insurance as required or permitted by the Bylaws. Any insurance increase caused by a Residential Unit shall become a Residential Unit Class Expense and any increase caused by the Commercial Unit shall be paid by the Owner of the Commercial Unit.

B. USE OF PARKING STRUCTURE. The Parking Structure shall be used for access, parking and any other purposes permitted by the Condominium Documents. The Association shall be prohibited from reducing the total number of parking stalls, handicap parking stalls, guest stalls, and/or loading stalls or areas located at the Project, without the prior written approval of Developer during the Development Period. The Parking Structure contains General Common Elements, Residential Limited Common Elements, Commercial Limited Common Elements, and Unit Limited Common Elements, as well as a Commercial Unit on its ground floor. All Owners shall be provided access to the Parking Structure to access and utilize their designated parking stall (if any), guest stalls, or patron stalls (if any) (designated as Residential Limited Common Elements or Commercial Limited Common Elements, as applicable) and their Unit and their Unit Limited Common Elements and the Commercial Limited Common Elements or Residential Limited Common Elements, as applicable.

C. RESIDENTIAL UNITS AND UNIT LIMITED COMMON ELEMENTS AND RESIDENTIAL LIMITED COMMON ELEMENTS.

1. RESIDENTIAL USE. Except as provided in the Declaration, Residential Units and their appurtenant Unit Limited Common Elements shall be used for residential purposes exclusively, except that a home-based business may be maintained within a Residential Unit, provided that (a) such maintenance and use is limited to the person actually residing in the Residential Unit; (b) no employees or staff other than a person actually residing in the Residential Unit are utilized; (c) no clients or customers of such business visit the Residential Unit; (d) the number of persons, other than clients or customers, that shall visit such business and the frequency of such visits shall be kept to a reasonable minimum, as determined in the sole discretion of the Board; (e) such maintenance and use is in strict conformity with the provisions of any applicable law (including zoning law), ordinance or regulation; (f) the person utilizing such office maintains a principal place of business other than the Residential Unit; (g) such business uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors and does not cause an increase of Common Expenses that can be solely and directly attributable to the business; (h) such business does not involve the use, storage or disposal of any materials that the State of Hawaii or any governing body with jurisdiction over the Property designates as hazardous material; and (i) the Owner has provided the Board thirty (30) calendar days prior written notice of his or her intent to operate such home-based business. Notwithstanding the foregoing, the Board shall have the authority, but not the obligation, to permit a home-based business to be maintained within a Residential Unit which does not meet one or more of the requirements set forth above, which permission may be withdrawn at any time in the sole discretion of the Board. Nothing contained in this shall be construed to prohibit the Developer from the use of any Residential Unit owned

by Developer for promotional or display purposes, such as for a model home, a sales and/or construction office, or for any other lawful purpose for development, construction and/or marketing and sales of the Residential Units or Commercial Unit in the Project.

2. **RESERVED HOUSING UNITS.** Pursuant to the PD Permit, Developer will designate one hundred fifty (150) Residential Units in the Project to be initially sold as reserved housing units for purchase by persons who meet certain eligibility requirements under the Mauka Area Rules, as determined by HCDA ("*Reserved Housing Units*"). The sale and lease of the Reserved Housing Units are subject to the jurisdiction of HCDA and the terms and restrictions of the Mauka Area Rules, which include, without limitation, residency requirements, income and asset limits, occupancy requirements, HCDA buy-back rights, and shared equity requirements.

3. **MAXIMUM OCCUPANCY.** Unless otherwise limited by County ordinance, the Mauka Area Rules, or other applicable law, no Residential Unit shall be occupied by more than nine (9) persons, and in no event shall occupancy of a Residential Unit exceed three (3) persons per bedroom; provided however, that this occupancy limitation shall not apply to or restrict the Owner of a Residential Unit from hosting a larger group of invited guests or visitors in such Residential Unit for a one-day function with prior written notice to the Managing Agent and subject to the limitations set forth in the House Rules. Additional occupancy requirements and restrictions may apply to Owners of the Reserved Housing Units.

4. **UNSIGHTLY ARTICLES.** Portions of a Residential Unit and its appurtenant Unit Limited Common Elements that are visible from the exterior of the Residential Unit must be kept in an orderly condition so as not to detract from the neat appearance of the Project. Other than as permitted in the House Rules, no items may be stored upon any lanai, if any. To maintain a uniform and attractive exterior appearance for the Project, Residential Unit Owner-installed window coverings must include a backing of an off-white color and must be of a type and general appearance approved by the Board. Residential Unit Owners may not, without the prior written approval of the Board, apply any substance, material or process to the exterior or interior surfaces of the Residential Unit's windows that may alter the exterior color, appearance or reflectivity of the windows. The Board, in its sole discretion, may determine whether the portions of a Residential Unit visible from the exterior of the Residential Unit are orderly. The Board may have any objectionable items removed from the portions of a Residential Unit that are visible from the exterior of the Unit so as to restore their orderly appearance, without liability therefor, and charge the Residential Unit Owner for any costs incurred in connection with such removal.

5. **PROHIBITION AGAINST TIME SHARE PROGRAMS.** Residential Units or Residential Limited Common Elements or any portion of either shall not be the subject of or sold, transferred, conveyed, leased, occupied, rented, or used at any time under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program whether covered by Chapter 514E or not, including, but not limited to, any so-called "fractional ownership," "vacation license," "travel club membership," "club membership," "membership club," "destination club," "time- interval ownership," "interval exchange" (whether the exchange is based on direct exchange or occupancy rights, cash payments, reward programs or other point or accrual systems) or "interval ownership" as offered and established through a third-party vacation membership service provider who is in the business of providing and managing such programs; and shall not be used as part of any occupancy plan or for similar purposes; which shall include: (a) any joint ownership, whether or not ownership is deeded, of a Residential Unit where unrelated (i.e., non-family) owners share and enjoy use or occupation of the Residential Unit according to a periodic (fixed or floating) schedule based on time intervals, points or other rotational system; or (b) any club, the membership of which allows access and use of one or more

properties by its members based on availability and reservation priorities, commonly known as destination clubs (equity or non-equity) or vacation clubs. The foregoing restrictions are collectively referred to as "Occupancy Restrictions." The Occupancy Restrictions may be enforced by Developer, the Association, the Resident or Site Manager (if any), the Master Association or the Managing Agent.

The restrictions set forth above shall be read broadly, and, among other things, shall encompass any type of plan, the nature of which causes Residential Units to be utilized by persons who have either joined a plan or program as a member or whose use is derivative of someone who has joined a plan or program as a member. Determination by the Association, the Resident or Site Manager (if any), or the Managing Agent that a violation of this provision exists shall be binding on the violating Owner, and the Board may promulgate and effectuate additional rules, regulations, procedures, and processes for enforcement of this provision, including but not limited to any surcharge or other charge or assessment that the Board shall solely determine. This Section shall not be terminated or amended without the prior written approval of Developer, to the extent permitted by applicable law.

6. USE OF RECREATIONAL AMENITIES; AMENITY DECK. The Recreational Amenities are located on the Amenity Deck located on Level 8 of the Tower, and on Level 42, and are Residential Limited Common Elements appurtenant to the Residential Units. Except as otherwise provided in the Declaration, the Recreational Amenities shall only be used by the Residential Unit Owners and, while in residence, their Occupants and non-residing guests while accompanied by the Occupant. The Recreational Amenities are available to promote recreation and leisure activities and any other purposes permissible by the Condominium Documents; provided that, and subject to any Developer's Reserved Rights, at no time shall there be any commercial use of the Amenity Deck or Recreational Amenities to service any Person other than an Owner (or Owner's invitees), nor shall the Amenity Deck, Level 42, or other area in which Recreational Amenities are located contain any third-party independent commercial operation, provided that a third party independent commercial operation whose business is to provide services exclusively to Owners and their invitees may be permitted in the discretion of the Board. Developer shall have the option, at its sole discretion, to add to, reconfigure, resize, relocate, and/or remove any or all of the Recreational Amenities, which may in turn increase or decrease the Common Expenses and, consequently, affect maintenance fees. This Section shall not be considered a representation and/or warranty by Developer that any or all of the Recreational Amenities will be built, located on the Amenity Deck on Level 8 or on Level 42, and/or offered to Owners, or that any of the Recreational Amenities will be built at all.

D. COMMERCIAL UNITS AND UNIT LIMITED COMMON ELEMENTS AND COMMERCIAL LIMITED COMMON ELEMENTS.

1. COMMERCIAL USE. The Commercial Unit shall be operated and used only for "commercial" purposes or uses, as such term is described in the Mauka Area Rules, as amended from time to time. All uses within the Commercial Unit for retail purposes shall be consistent with the Project Quality Standard and shall comply with applicable laws, including, without limitation, obtaining all business or professional licenses and permits required by law. The Commercial Unit may be leased out at the discretion of the Commercial Unit Owner, subject to the provisions of the lease. The Owner(s) of any Commercial Unit, at its sole discretion, may contract with various providers of goods and services, such as food and beverage operators, retail stores and other vendors, to provide goods and services at the Project. The Owner(s) of the Commercial Unit may retain any and all compensation paid to the Owner(s) in return for permitting a vendor to use space within the Commercial Unit or its Unit Limited Common Elements or in the Commercial Limited Common Elements. The commercial use of the Commercial Unit is subject to change at the sole discretion of the Commercial Unit Owner, and subject further to any terms of any lease. No Residential Owner shall be guaranteed access through the Commercial Unit.

2. **LIMITATIONS ON COMMERCIAL USE.** The following uses are not permitted uses within or of the Commercial Units or Unit Limited Common Elements appurtenant thereto:

- a. facilities for the sales or service of mobile homes or trailers;
- b. junkyards, scrap metal yards, automobile used parts sales facilities, motor vehicle dismantling operations, sanitary landfills, except that auto specialty stores or boutiques (with any one store or boutique not to exceed 10,000 square feet) which display only a limited number of automobiles on-site at any particular time may be permitted upon approval by the Master Declarant during the Development and Sale Period, defined in the Master Declaration, and, thereafter, by the Board;
- c. dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, other than handling or reducing waste produced on the premises from authorized uses in a clean and sanitary manner;
- d. salvage business, provided periodic Association sponsored or sanctioned events or activities on the Area of Common Responsibility, defined in the Master Declaration, (such as, without limitation, craft fairs, arts festivals, or farmers markets) shall be permitted;
- e. truck terminals and truck stop-type facilities, including truck parking lots (except as may be incidental to a use which is not prohibited);
- f. tanning parlors, massage parlors, or any establishment which offers entertainment or service by nude or partially dressed male or female persons, except that this provision shall not preclude tanning and massage services offered by fully clothed, trained personnel as part of a legitimate fitness or health facility, or a day spa operation that also offers beauty, body care, skin care, or similar services;
- g. "adult entertainment uses," which shall include, for the purposes of this section, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (i) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are rated "X" by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature (but not including the sale or rental of movies, films, or videos for private viewing); or (ii) sexually explicit games, toys, devices, or similar merchandise;
- h. mini-warehouses, and warehouse/distribution centers;
- i. any facility for the dyeing and finishing of textiles, the production of fabricated metal products, or the storage and refining of petroleum;
- j. dry cleaning plants; provided that facilities for drop-off or pick-up of items dry cleaned outside of Ward Village are permitted;
- k. engine and motor repair facilities (except in connection with any permitted automobile service station);
- l. heavy machinery sales and storage facilities; and

m. any use that would cause or threaten the cancellation of any insurance maintained by the Association, or which would measurably increase insurance rates for any insurance maintained by the Association or Owners above the rates that would apply in the absence of such use.

Any amendment to the Declaration that would directly limit or interfere in any way with or change the use of the Commercial Unit or its Unit Limited Common Elements or the Commercial Limited Common Elements, or limit access to or from the Commercial Unit or its Unit Limited Common Elements or the Commercial Limited Common Elements, shall require and will not be effective without, the prior written approval of the Owner of the Commercial Unit and the Commercial Director, who, until the expiration or earlier termination of the CVS Lease, shall be required to obtain the consent of CVS to any such proposed amendment, or after the expiration of the Commercial Director Consent Rights, the consent of a majority of the Commercial Unit Class.

E. USE OF COMMON ELEMENTS. Subject to the reserved rights of Developer contained in the Declaration, and the express limitations on use for the Limited Common Elements set forth in the Declaration, each Owner may use the Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners, subject always to the following limitations:

1. **ASSOCIATION'S USE.** Except for any rights to use expressly reserved to Developer, Residential Unit Owner, or Commercial Unit Owner under the Declaration, nothing in this section or otherwise contained in the Declaration is intended to limit or restrict the Association's right to use the General Common Elements, or any Unit or any Limited Common Element appurtenant thereto owned or leased by the Association for the benefit of the members of the Association to the full extent permitted by the applicable zoning ordinance and by law. Before the Development Period ends, no such lease, use or change in use may be made without the written consent of Developer.

2. **NO RIGHT TO OBSTRUCT THE GENERAL COMMON ELEMENTS, RESIDENTIAL LIMITED COMMON ELEMENTS OR COMMERCIAL LIMITED COMMON ELEMENTS.** Subject to Developer's Reserved Rights and subject to Developer's ability to obstruct such areas during the Development Period in the exercise its Developer's Reserved Rights, no Residential Unit Owner or Occupant may place, store, or maintain on walkways, roadways, grounds, or other General Common Elements, Residential Limited Common Elements or Commercial Limited Common Elements any furniture, packages, or objects of any kind or otherwise obstruct transit through the General Common Elements, Residential Limited Common Elements or Commercial Limited Common Elements. This does not prohibit (a) the Owners of Units from placing goods and other materials on the General Common Elements, Residential Limited Common Elements or Commercial Limited Common Elements when loading or unloading them, or transporting them to the Unit or to a storage area that is a Limited Common Element; provided that any such loading, unloading, and transportation must be completed promptly in designated areas and in accordance with the House Rules; or (b) the Commercial Unit Owners' use of the Commercial Limited Common Elements for commercial activity.

F. USE OF UNIT LIMITED COMMON ELEMENTS, RESIDENTIAL LIMITED COMMON ELEMENTS AND COMMERCIAL LIMITED COMMON ELEMENTS. Subject to Developer's Reserved Rights contained in the Declaration, Owners shall have the right to use the Unit Limited Common Elements appurtenant to their Units for any purpose permitted by zoning and other applicable laws and the Condominium Documents. Notwithstanding anything provided to the contrary, or from which a contrary intent may be inferred, neither the Board nor the Association shall have any right to change the use of or lease or otherwise use any Unit Limited Common Element without the prior written approval of the Owners of the Unit to which such Unit Limited

Common Element is appurtenant. Subject to any consents required by the Declaration, the Residential Unit Owners of at least sixty-seven percent (67%) of the Residential Unit Class Common Interests shall have the right to change the use of the Residential Limited Common Elements. Likewise, the Commercial Unit Owners of at least sixty-seven percent (67%) of the Commercial Unit Class Common Interest shall have the right to change the use of the Commercial Limited Common Elements. Subject to Developer's Reserved Rights set forth in the

Declaration and the easements granted in Section V of the Declaration, no lease, license, easement or the similar right may be granted over the Residential Limited Common Elements or the Commercial Limited Common Elements without the vote and approval of the Residential Unit Class or the Commercial Unit Class, respectively.

G. SEPARATION AND/OR COMBINATION OF UNITS; TRANSFER OF INTEREST. Subject to Developer's Reserved Rights set forth in the Declaration, no Owner may partition or separate portions of a Unit or the legal rights comprising ownership of a Unit from any other part thereof, nor shall an Owner combine a Unit with any portion of another Unit; provided that an Owner may consolidate Units pursuant to Section XI.B.4 of the Declaration. No Residential Unit Owner shall sell, assign, convey, transfer, gift, devise, bequeath, hypothecate or encumber anything other than a single, complete Unit; provided, however, that nothing herein contained shall (1) limit the right of Developer and its successors and assigns to sell or lease Units as contemplated herein, or (2) restrict the manner in which title to a Unit may lawfully be held under Hawaii law (e.g., joint tenants, tenants in common, or the like). Except as provided in clause (1) above, every sale, assignment, conveyance, transfer, gift, devise, bequest, hypothecation, encumbrance, or other disposition of a Unit or any part thereof shall be presumed to be a disposition of the entire Unit, together with all appurtenant rights and interests created by law or by the Declaration or any other Condominium Document. The transfer of any Unit shall operate to transfer to the new owner of the Unit the interest of the prior owner in all funds held by the Association even though not expressly mentioned or described in the instrument of transfer, and without any further instrument or transfer.

H. ADA COMPLIANCE. To the extent required, the Project will be constructed in compliance with Americans with Disabilities Act (42 U.S.C. §§ 12101 et seq.), as amended ("*ADA*"). All such areas required to be ADA compliant, as well as all improvements therein, must at all times comply with ADA, as well as all other laws, ordinances, building codes, rules, regulations, orders and directives of any governmental authority having jurisdiction now or in the future applicable to such ADA areas.

I. NUISANCES No nuisances shall be allowed in the Residential Units which is a source of annoyance to the Owner or occupants of Units or which interferes with the peaceful possession or proper use of the Units by its residents or Occupants. The Commercial Unit may be used in accordance with Section VII.D.1 of the Declaration, and commercially reasonable standards for noise and nuisance as to such Commercial Unit will be permitted at the Project.

J. WEIGHT RESTRICTION. Hard and/or heavy surface floor coverings, including, but not limited to, tile, marble, wood, or the like, may not be installed in any part of a Residential Unit without the prior approval of the Board. Furthermore, the Owner must ensure that a sound control underlayment system which meets an Impact Insulation Criteria (IIC) acoustic standard of 54 or better is used, which system must be approved by the Association. The installation of the foregoing insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the Tower, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. The Association may require a structural or acoustical engineer to review certain proposed improvements, with such review to be at the Owner's sole expense. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate

removal of the violations.

K. ADVERTISEMENTS; SIGNS. Subject to Developer's Reserved Rights or easement rights or restrictions set forth in the Declaration and any additional Master Rules or House Rules, Residential Unit Owners shall not place advertisements, posters, or signs of any kind on the exterior of any Residential Unit, in the windows of a Residential Unit or in the exterior portions of the Unit Limited Common Elements or on any part of the Residential Limited Common Elements, including, without limitation, any "For Sale" or "For Rent" signs, unless prior approval is received from the Association. Notwithstanding the foregoing, this Section shall not apply to the Commercial Units. The Commercial Unit Owners shall have the right to affix signs to any portion of the Commercial Unit or Commercial Limited Common Elements provided the same are consistent with the Project Quality Standard. Notwithstanding the foregoing, Residential Unit Owners may not place signs in the Commercial Limited Common Elements without the prior written approval of the Commercial Director.

L. ANTENNAS, SATELLITE DISHES. To the extent permitted by applicable law and the House Rules, no Owner may install any antenna, satellite dish or other transmitting or receiving apparatus in or upon said Owner's Unit (and/or areas appurtenant thereto) without submitting prior written notice to the Board of such installation. The Board shall review the notice, and the Board may, in its reasonable discretion, request to review copies of any applicable installation and/or design plans. The Board shall not unreasonably withhold or delay their review of such notice and plans.

M. PETS. Residential Owners are permitted to keep pets in their Residential Unit subject to the limitations set forth in the House Rules; provided, however, that notwithstanding this provision, visually impaired persons, hearing impaired persons, and physically and mentally impaired persons, shall be allowed to use the services of a "service animal" as such term is defined under the ADA, and an "emotional support" animal.

N. HOUSE RULES. Additional use restrictions that are consistent with the Declaration and Bylaws may be set forth in the House Rules by the Board; provided that in no event shall the House Rules regulate use of or behavior within any Commercial Unit or within a Commercial Unit Limited Common Elements or the Commercial Limited Common Elements, and may only regulate use or behavior of Owners in Residential Units and Residential Unit Limited Common Elements appurtenant thereto, the General Common Elements and the Residential Limited Common Elements. Any proposed rules and regulations which may affect the Commercial Unit, Commercial Unit Limited Common Elements or the Commercial Limited Common Elements shall be subject to the prior approval of the Commercial Director, who, until the expiration or earlier termination of the CVS Lease, shall be required to obtain the consent of CVS to any such proposed rule or regulation.

O. RIGHTS OF THE BOARD. The rights of the Board to do the following:

1. Upon the approval of the Owners of at least sixty-seven percent (67%) of the Common Interest, to change the use of the General Common Elements;

2. On behalf of the Association, to lease or otherwise use for the benefit of the Association the General Common Elements not actually used by any of the Owners for an originally intended special purpose, as determined by the Board; provided, that unless the approval of the Owners of at least sixty-seven percent (67%) of the Common Interest is obtained, any such lease shall not have a term exceeding 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) calendar days' written notice;

3. To lease or otherwise use for the benefit of the Association those General Common Elements not falling within Section 0.2. above, upon obtaining: (a) the approval of the Owners of at least sixty-seven percent (67%) of the Common Interest, including all directly affected Owners, and (b) the approval of all mortgagees of record which hold Mortgages on Units with respect to which Owner approval is required by (a) above, if such lease or use would be in derogation of the interest of such mortgagees; and

4. The consent of the Commercial Director to the exercise of the Board's right shall be required if the exercise of the right directly impacts the Commercial Unit Owner's use and operation of the Commercial Unit and its Limited Common Elements.

P. SEVERANCE OF COMMON ELEMENTS FROM UNIT. No Owner shall be entitled to sever his or her Unit, or any portion thereof, from his or her undivided interest in the Common Elements, in any easement interests in rights of ways appurtenant thereto or licenses granted under the Declaration. Neither may such component interests be severally sold, conveyed, leased, encumbered, hypothecated or otherwise dealt with, and any such attempt to do so in violation of this provision shall be void and of no effect. Developer and its successors, assigns and grantees and each Owner each covenant and agree that the Units and the corresponding undivided interest in the Common Elements and the easements, licenses and other interests appurtenant thereto, shall not be separated or separately conveyed, and (1) each such undivided interest in the Common Elements and any easements appurtenant to a Unit shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to title to the Unit, and (2) each such Unit shall be deemed to be conveyed or encumbered with its respective undivided interest in the Common Elements and in any easements, licenses or other interests appurtenant thereto even though the description in the instrument of conveyance or encumbrance may refer only to the title to the respective undivided interest.

Q. NON-APPLICABILITY TO DEVELOPER. Notwithstanding anything provided in the Declaration to the contrary, as long as there are unsold Units in the Project, the provisions of this Section shall not apply to the Units owned by Developer, Developer Affiliates, or their successors and assigns, or the Limited Common Elements appurtenant thereto, or to any improvements proposed or made by Developer or its successors or assigns or its affiliates in connection with its development, construction, promotion, marketing, sales, or leasing of any Unit or any portion of the Project.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL RESTRICTIONS ON USE OF THE UNITS CONTAINED IN THE CONDOMINIUM DOCUMENTS. WHILE THIS SUMMARY IS A GENERAL SUMMARY OF SOME OF THE RIGHTS AND OBLIGATIONS UNDER THE CONDOMINIUM DOCUMENTS, PURCHASER MUST REFER TO THE DECLARATION, BYLAWS AND HOUSE RULES TO DETERMINE THE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONDOMINIUM DOCUMENTS, THE CONDOMINIUM DOCUMENTS WILL CONTROL.

END OF EXHIBIT "D"

EXHIBIT "E"

COMMON ELEMENTS; GENERAL AND LIMITED COMMON ELEMENTS; RESIDENTIAL LIMITED COMMON ELEMENTS; COMMERCIAL LIMITED COMMON ELEMENTS; UNIT LIMITED COMMON ELEMENTS

Capitalized terms have the same meanings ascribed to such terms in the Declaration.

COMMON ELEMENTS. One freehold estate is designated in all portions of the Project not otherwise defined as a "Unit," herein called the "Common Elements." The Common Elements shall include the Limited Common Elements and the General Common Elements.

GENERAL COMMON ELEMENTS. The General Common Elements include specifically, but are not limited to, the following:

- a. The Land in fee simple and any other appurtenances thereto described in Exhibit "A" to the Declaration; subject, however, to the rights of Developer set forth herein affecting the Land;
- b. The structural framework of the Tower, including, without limitation, the structural framework of the Parking Structure (excluding the finishes thereon);
- c. All fans, vents, shafts, sewer lines, water lines, pipes, generators, cables, conduits, ducts, electrical equipment, cooling tower(s), HVAC, wiring and other central and appurtenant transmission facilities and installations on, above, over, under and across the Project to the point of their respective connections to Improvements comprising a part of the Units or the Unit Limited Common Elements or Residential Limited Common Elements or Commercial Limited Common Elements appurtenant thereto, which serve both the Residential Units and the Commercial Unit and their appurtenant Limited Common Elements, including, without limitation, those providing electricity, light, gas (if any), water, air conditioning, sewer, refuse, drainage, irrigation, telephone, security, and radio and television signal distribution (if any), unless designated otherwise herein;
- d. The loading dock(s) and/or loading stall(s) depicted as "GCE: General Common Element" on the Condominium Map; and
- e. Those other areas specifically designated as "GCE: General Common Elements" on the Condominium Map.

LIMITED COMMON ELEMENTS. The Limited Common Elements are designated, set aside and reserved for the exclusive use of a specific Unit, or certain Units, or groups of Units, and such Units shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements, unless otherwise set forth in the Declaration. The Limited Common Elements are as follows:

- a. **RESIDENTIAL LIMITED COMMON ELEMENTS.** The Residential Limited Common Elements include those parts of the Limited Common Elements that are reserved for the exclusive use of all of the Residential Unit Owners, as follows:

(i) The vehicle ramps going from Level 1 to Level 8 of the Parking Structure, the drive through areas of the Parking Structure located on-Level 2 through Level 7, all as depicted as "LCE- R: Residential Limited Common Element" on the Condominium Map;

(ii) The interior and exterior surfaces of the walls, ceilings, and floors of the Residential Limited Common Element vehicle ramp leading from Level 1 to Level 8 of the Parking Structure, including, without limitation, any louver, trellis, screening, paneling, signage, decorative facade, or Improvement attached to the interior surfaces thereof;

(iii) The stairways labeled as Stair 1, Stair 2, Stair 3, and Stair 4 on the Condominium Map;

(iv) The loading stall(s) depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map;

(v) The security gate servicing the parking for Residential Units;

(vi) Certain elevators and elevator vestibules, storage areas, residential lobby areas, workshops, electric transformers and room, mechanical/electrical room, trash rooms or chutes, bike and/or surfboard storage areas, dog run area, offices, staff accommodations, mail room, and other areas servicing only the Residential Units, all depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map;

(vii) All utility, maintenance and work rooms, closets and facilities, storage rooms, accessory equipment areas, and other support areas that service only the Residential Units or the Residential Limited Common Elements, described as "LCE-R: Residential Limited Common Element" on the Condominium Map;

(viii) The exterior of the walls, ceilings, and floors of the Parking Structure from Levels 3 through 7, containing General Common Elements, Residential Limited Common Elements, and Unit Limited Common Elements appurtenant to Residential Units;

(ix) All common walkways, corridors, sidewalks, accessibility ramps, retaining walls, fences, gates, landscaping, and all other common ways depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map;

(x) Any and all decorative elements which may be added by or on behalf of Developer to the Residential Unit Limited Common Elements, the Residential Limited Common Elements, and/or the exterior of the Residential Units, including without limitation, any louvers, metal panels, signs, glass curtain walls, glass, fixtures, water features, fencing, gates, and landscaping;

(xi) Those portions of any pipes, cables, conduits, chutes, flues, ducts, wires, vents, shafts, other utility or service lines, sewage treatment equipment and facilities (if any), supporting apparatus, electrical equipment, electrical closets, storage rooms, communications rooms, pump rooms, systems and apparatus, air conditioning and/or heating equipment and any appurtenant pipes or ducts, or other central and appurtenant transmission facilities and installations over, under, and across the Residential Limited Common Elements, or any other fixtures, whether located partially within and partially outside the designated

EXHIBIT "E"

boundaries of the Residential Limited Common Elements, which serve more than one Residential Unit or the Residential Limited Common Elements and serve none of the Commercial Units, Commercial Limited Common Elements or Commercial Unit Limited Common Elements, and are not otherwise designated as General Common Elements;

(xii) The Amenity Deck located on Level 8 of the Tower, as depicted on the Condominium Map, and all Recreational Amenities located thereon;

(xiii) The Recreational Amenities located on Level 42 of the Tower, which may include, without limitation, a fitness center, deck, and lounge areas, all as depicted on the Condominium Map;

(xiv) Any rooftop or portion thereof, or mechanical equipment areas thereon servicing only the Residential Units and/or the Residential Unit Limited Common Elements, described as "LCE-R: Residential Limited Common Element" on the Condominium Map;

(xv) Parking Stall Nos. 1-024, 1-061, 1-062, 1-063, 1-064, 1-065, 1-066, 1-067, 1-068, 1-069, 1-070, 1-071, 1-072, 1-073 and 1-074; and

(xvi) Any other areas described as "LCE-R: Residential Limited Common Element" on the Condominium Map.

b. **COMMERCIAL LIMITED COMMON ELEMENTS.** The Commercial Limited Common Elements include those parts of the Limited Common Elements that are reserved for the exclusive use of all Commercial Unit Owners, as follows:

(i) The street level sidewalks, landscaping, pedestrian walkways, decorative water feature(s) (if any) and landscaped areas and any louver, trellis, screening, paneling, signage, decorative facade or Improvement attached to the interior or exterior surfaces of structures on Level 1, depicted as "LCE-C: Commercial Limited Common Element" on the Condominium Map;

(ii) The drive through areas of the Parking Structure located on Level 1 of the Parking Structure and the driveways leading to/from Queen Street and Private Driveway 1, as depicted on the Condominium Map;

(iii) The loading dock(s) and/or and all loading stall(s) and located on Level 1, depicted as "LCE-C: Commercial Limited Common Element" on the Condominium Map;

(iv) Certain elevators and elevator vestibules and shuttles, storage areas, entry and receiving areas, retail maintenance room, trash room and chutes, and other areas servicing only the Commercial Unit, depicted as "LCE-C: Commercial Limited Common Element" on the Condominium Map;

(v) The interior surfaces of the walls, ceilings, and floors of the Commercial Unit Limited Common Element ramps and drive through areas on Level 1 of the Parking Structure on Level 1, including, without limitation, any louver, trellis, screening, paneling, signage, decorative facade, or Improvement attached to the interior surfaces thereof, excluding any signage installed by the Owner or tenants of the Commercial Unit, as permitted hereunder, and not otherwise designated as a Unit, General Common Element, or Residential Limited

Common Element;

(vi) All common walkways, sidewalks, retaining walls, fences, gates, landscaping, and all other common ways depicted as "LCE-C: Commercial Limited Common Element" on the Condominium Map;

(vii) All landscaping, fences, gates, and walls enclosing Commercial Limited Common Elements, and any lanais, terraces, gardens, and grounds located on Level 1 or Level 2 of the Tower not appurtenant to the Commercial Unit and depicted as "LCE-C: Commercial Limited Common Element" on the Condominium Map;

(viii) In the event that multiple Commercial Units exist within the Project, those portions of any pipes, cables, conduits, chutes, flues, ducts, wires, vents, fans, shafts, fire pumps, other utility or service lines, sewage treatment equipment and facilities (if any), HVAC, electrical equipment, electrical closet, storage room, communications room, HVAC room, or other central and appurtenant transmission facilities and installations over, under and across the Commercial Limited Common Elements, or any other fixtures, whether located partially within and partially outside the designated boundaries of a Commercial Limited Common Element, which serve more than one Commercial Unit; and

(ix) Any other areas depicted as "LCE: Commercial Limited Common Element" on the Condominium Map.

UNIT LIMITED COMMON ELEMENTS. Unit Limited Common Elements include those parts of the Limited Common Elements that are reserved for the exclusive use of one (1) or more, but less than all, of the Owners of a Unit Class, as follows:

(i) Residential Units shall each have appurtenant thereto as a Residential Unit Limited Common Element the following:

(a) The lanai, if any, adjoining the Residential Unit from the decorated finished surface of all walls, floors and ceilings of said lanais (excluding any glass walls and/or ceiling trellises), as depicted on the Condominium Map, the areas of which are described in Exhibit "B";

(b) One (1) assigned mailbox, located within the Mail Room on Level 1 of the Project. Such mailbox shall be identified by the same number as the Residential Unit to which it is assigned as a Limited Common Element;

(c) Any parking stall(s) and/or tower storage, parking storage or storage room assigned to a Residential Unit as a Unit Limited Common Element; and

(d) Any other areas on the Condominium Map described as a Unit Limited Common Element appurtenant to a Residential Unit.

(ii) The Commercial Unit shall have appurtenant thereto as a Unit Limited Common Element, the following:

EXHIBIT "E"

(a) Any lanai(s), doorsteps, stoops, and all exterior doors and windows or other fixtures designed to serve the Commercial Unit located outside the boundaries of, but adjoining, the Commercial Unit;

(b) Any chute, flue, duct, wire, conduit, or any other fixture that lies totally within or partially within and partially outside the designated boundaries of the Commercial Unit, and any portion thereof serving only the Commercial Unit;

(c) The assigned mailbox located within the Project identified by the same number as the Commercial Unit, if any;

(d) Any parking stall(s) and/or tower storage, parking storage or storage room assigned to the Commercial Unit as a Unit Limited Common Element; and

(e) Any other areas on the Condominium Map described as a Unit Limited Common Element appurtenant to the Commercial Unit.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL COMMON ELEMENTS DESCRIBED IN THE DECLARATION OR DESCRIBED AND DEPICTED ON THE CONDOMINIUM MAP. PURCHASER MUST MAKE CAREFUL REVIEW OF THE DECLARATION AND THE CONDOMINIUM MAP TO DETERMINE THE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS PERTAINING TO THE COMMON ELEMENTS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONDOMINIUM MAP, THE CONDOMINIUM MAP WILL CONTROL.

END OF EXHIBIT "E"

EXHIBIT "E"

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EXHIBIT "F"
ENCUMBRANCES AGAINST TITLE

1. Real property taxes due and payable. For more information contact the Real Property Assessment Office, City and County of Honolulu.
2. Mineral and water rights of any nature.
3. The terms and provisions contained in the following:

INSTRUMENT : PARKING AGREEMENT

DATED : November 10, 2004
FILED : Land Court Document No. 3208310
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, and BANK OF HAWAII, a Hawaii corporation, as Trustee under Land Trust No. 89434, dated October 21, 2004

Said Agreement was amended by instruments dated June 11, 2014, recorded as Document No. A-52831011 (no joinder by FIRST HAWAIIAN BANK, a Hawaii corporation, Trustee under that certain unrecorded Land Trust Agreement No. FHB-TRES 200601 dated September 20, 2006), and dated October 24, 2018, recorded as Document No. A-68720608.

4. The terms and provisions contained in the following:

INSTRUMENT : VICTORIA WARD, LIMITED, MASTER PLAN PERMIT MEMORANDUM OF DECISION AND ORDER

DATED : May 29, 2009
FILED : Land Court Document No. 3869623
RECORDED : Document No. 2009-093051
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, "VWL", BANK OF HAWAII, a Hawaii corporation, as trustee under (a) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89433) and filed as Land Court Document No. 3188119, and (b) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89434) and filed as Land Court Document No. 3188118, "Bank of Hawaii Trust", FIRST HAWAIIAN BANK, a Hawaii corporation, as trustee under (a) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200601), and (b) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200602), "First Hawaiian Bank Trust", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, "Authority"

5. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF MASTER PLAN DEVELOPMENT AGREEMENT FOR THE WARD NEIGHBORHOOD MASTER PLAN

DATED : December 30, 2010
FILED : Land Court Document No. 4036891
RECORDED : Document No. 2011-004171
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, "VWL", BANK OF HAWAII, a Hawaii corporation, as trustee under (a) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89433) and filed as Land Court Document No. 3188119, and (b) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89434) and filed as Land Court Document No. 3188118, "Bank of Hawaii Trust", FIRST HAWAIIAN BANK, a Hawaii corporation, as trustee under (a) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200601), and (b) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200602), "First Hawaiian Bank Trust", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, "HCDA"

6. The terms and provisions contained in the following:

INSTRUMENT: COMMUNITY COVENANT FOR WARD VILLAGE

DATED : September 13, 2013
RECORDED : Document No. A-50040794

The foregoing includes, but is not limited to, matters relating to (i) assessment liens which may be superior to certain mortgages; (ii) the By-Laws of Ward Village Owners Association; and (iii) reciprocal appurtenant easements for encroachments and easements for drainage of water runoff, said easements being more particularly described therein.

SUPPLEMENT TO COMMUNITY COVENANT FOR WARD VILLAGE dated June 26, 2015, recorded as Document No. A-56550932A.

JOINDER AND CONSENT given by FIRST HAWAIIAN BANK, a Hawaii corporation, Trustee under that certain unrecorded Land Trust Agreement No. FHB-TRES 200602, by instrument dated June 26, 2015, recorded as Document No. A-56550932B.

SUPPLEMENT TO COMMUNITY COVENANT FOR WARD VILLAGE dated May 18, 2016, recorded as Document No. A-59820871.

SUPPLEMENT TO COMMUNITY COVENANT FOR WARD VILLAGE dated November 2, 2018, recorded as Document No. A-68830686.

SUPPLEMENT TO AND PARTIAL WITHDRAWAL OF PROPERTY FROM THE COMMUNITY COVENANT FOR WARD VILLAGE AND JOINDER dated September 26, 2019, recorded as Document Nos. A-72090661A thru A-72090661D.

7. The terms and provisions contained in the following:

INSTRUMENT: JOINT DEVELOPMENT AGREEMENT FOR LAND BLOCK 1 OF THE WARD MASTER PLAN

EXHIBIT "F"

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DATED : May 8, 2015
RECORDED : Document No. A-56090748
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, BANK OF HAWAII, a Hawaii corporation, as Trustee under Land Trust No. 89434, and FIRST HAWAIIAN BANK, a Hawaii corporation, as Trustee under that certain unrecorded Land Trust No. FHB-TRES 200602

8. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF USE RESTRICTIONS

DATED : as of August 5, 2015
RECORDED : Document No. A-57150249

9. HART RAIL Right of Way as shown on Subdivision Map approved by City and County of Honolulu on February 12, 2016, File No. DPP 2015/SUB-19.

10. Designation of Easement "P-1", for pedestrian access purposes, as referenced on Subdivision Map approved by City and County of Honolulu, on January 13, 2017, File No. 2016/SUB-217.

11. The terms and provisions contained in the following:

INSTRUMENT: MEMORANDUM OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER RE: PD PERMIT NO. KAK 16-075

DATED : June 16, 2017
RECORDED : Document No. A-63830733

12. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF CONDOMINIUM PROPERTY REGIME OF 'A'ALI'I

DATED : June 16, 2017
RECORDED : Document Nos. A-64250735A thru A-64250735C
MAP : 5677 and any amendments thereto

Said above Declaration was amended by instruments dated October 24, 2017, recorded as Document No. A-65070806, dated September 6, 2018, recorded as Document No. A-68230820, dated March 14, 2019, recorded as Document No. A-70160868, dated June 3, 2019, recorded as Document No. A-71021100, and dated August 27, 2020, recorded as Document No. A-75970312.

13. The terms and provisions contained in the following:

INSTRUMENT: BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF 'A'ALI'I

DATED : June 16, 2017
RECORDED : Document No. A-64250736

Said above Bylaws were amended by instrument dated March 14, 2019, recorded as Document No. A-70160869.

14. AMENDED NOTICE OF PENDENCY OF ACTION

PLAINTIFF : CITY AND COUNTY OF HONOLULU, acting by and through the HONOLULU
AUTHORITY FOR RAPID TRANSPORTATION

DEFENDANT : VICTORIA WARD, LIMITED et al.

DATED : October 5, 2018

FILED : Circuit Court of the First Circuit, State of Hawaii, Case No. 18-1-1564-10 on
October 5, 2018

FILED : Land Court Document No. T-10507183 on October 8, 2018

RECORDED : Document No. A-68550714 on October 8, 2018

RE : Condemnation of easements for the Honolulu Rail Transit project

15. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF RESTRICTIVE COVENANTS (Public Facilities
Dedication)

DATED : October 25, 2018

RECORDED : Document No. A-68720609

Said above Declaration was amended by instrument dated December 18, 2018, recorded as Document No.
A-69270954.

16. Designation of Easement "P-3-A", for pedestrian access purposes, as referenced on Subdivision Map prepared
by Rico D. Erolin, Land Surveyor, dated September 28, 2018, approved by the Department of Planning and
Permitting, City and County of Honolulu, on October 26, 2018, File No. 2018/SUB-95.

17. The terms and provisions contained in the following:

INSTRUMENT: DEED WITH RESERVATION OF EASEMENTS AND OTHER RIGHTS

DATED : November 20, 2018

RECORDED : Document No. A-68991231

18. GRANT

TO : OCEANIC TIME WARNER CABLE LLC, a Delaware limited liability company

DATED : January 3, 2019

RECORDED : Document No. A-69480704

GRANTING : a right and easement as shown on map attached thereto

19. The terms and provisions contained in the following:

INSTRUMENT: GRANT OF ACCESS EASEMENT

DATED : February 27, 2019

RECORDED : Document No. A-69970660

EXHIBIT "F"

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20. Easement "B-4", for Preservation Site Purposes, as referenced on the Survey Map prepared by Controlpoint Surveying, Inc., dated March 22, 2018, and as shown on ALTA/NSPS Land Title Survey prepared by Rico D. Erolin, Land Surveyor, with Controlpoint Surveying, Inc., dated January 21, 2019, revised March 8, 2019, March 15, 2019, and March 27, 2019.

21. MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

MORTGAGOR : AALII, LLC, a Delaware limited liability company

MORTGAGEE : WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as administrative agent for each of the parties designated as a "Lender" under the Loan Agreement defined therein

DATED : June 6, 2019
RECORDED : Document No. A-71000459
AMOUNT : \$293,700,000.00

22. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF UNDERSTANDING

DATED : August 13, 2019
RECORDED : Document No. A-71701159

23. GRANT

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

DATED : November 6, 2019
RECORDED : Document No. A-72510634
GRANTING : a right and easement over and across Easement "E-12" as shown on map attached thereto

24. Any rights or interests which may exist or arise by reason of the following facts referenced on Survey Map prepared by Rico D. Erolin, Land Surveyor, with Controlpoint Surveying, Inc., dated May 6, 2020:

- (a) The eave line along the northeast boundary of the subject property extends into the subject property from 0.5 ft. to 3.3 ft. of its entire length.
- (b) The AC duct along the same boundary extends into the subject property approximately 3.0 ft. to a length of 3.6 ft.
- (c) The shed along the same boundary extends into the subject property from 0.0 ft. to 2.2 ft. to a length of 108.7 ft.
- (d) The eave line along the easterly boundary of the subject property extends into the subject property approximately 0.8 ft. to a length of 57.9 ft.

EXHIBIT "F"

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25. Designation of Easements "W-1" and "W-2", for water meter and waterline purposes, as referenced on Subdivision Map prepared by Rico D. Erolin, Land Surveyor, dated October 18, 2019, approved by the Department of Planning and Permitting, City and County of Honolulu, on June 19, 2020, File No. 2019/SUB-194.
26. Any unrecorded leases and matters arising from or affecting the same.
27. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land underlying the condominium project regime of 'A`ali`i.

END OF EXHIBIT "F"

EXHIBIT "F"

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EXHIBIT "G"

RESERVED RIGHTS OF DEVELOPER

Capitalized terms have the same meanings ascribed to such terms in the Declaration.

Among other rights, the Developer will have the following reserved rights with respect to the Project, which are more particularly set forth in the Declaration, Bylaws, House Rules and Purchase Agreement.

DECLARATION

A. RESERVED RIGHT TO GRANT AND RECEIVE EASEMENTS. Pursuant to Article XX of the Declaration, Developer shall have the reserved right, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, during the Development Period, to delete, cancel, relocate, realign, reserve, designate, grant, and receive any and all easements and rights of way over, under, through, across, and upon the Project, or involving adjacent or neighboring parcels of land or adjacent or neighboring condominium projects, deemed necessary or desirable in Developer's sole discretion, or as may be required by a governmental entity or agency, including, but not limited to, easements and/or rights of way for utilities, public purpose (i.e., pedestrian walkways, bus stops, stairs, ramps, paths, trails, bikeways, or other passageways), any public-type facility (e.g. for mail delivery), fire lane access, sanitary and storm sewers, retention ponds, cable television, refuse disposal, driveways, and parking areas. Such right also includes easements for operation, upkeep, care and maintenance, or repair of any Unit or any Limited Common Element or to complete any Improvements and correct construction defects or other punchlist items in the Common Elements or Units, or to exercise any of the Developer's Reserved Rights, and other similar purposes; provided that such easements and/or rights of way shall materially and adversely impact any existing structure of the Project, and shall not be exercised so as to unreasonably disturb, impair, or interfere with the normal use and enjoyment of the Project by the Owners; and provided that Developer shall have the right to negotiate and agree to such terms with respect to such easements and rights of way as Developer deems appropriate in its sole discretion. Any easement granted and/or received by Developer pursuant to the exercise of this reserved right shall not be amended, modified, or terminated by the Association without the consent of Developer. Developer shall have the right to define any easement right received pursuant to this Section as a General Common Element, Residential Limited Common Element or Commercial Limited Common Element. In the event that Developer assigns to the Association any rights it acquires, whether the same constitute easement rights or otherwise, the Association shall assume such rights.

B. RESERVED RIGHT TO ALTER, SUBDIVIDE AND CONSOLIDATE RESIDENTIAL UNITS AND/OR COMMERCIAL UNITS AND/OR CONSTRUCT IMPROVEMENTS WITHIN SAID UNITS AND/OR THEIR APPURTENANT LIMITED COMMON ELEMENTS. Pursuant to Article XXI of the Declaration, during the Development Period and without joinder or consent of any Person, the Board, or any Owners or their mortgagees:

1. Developer shall have the reserved right to: (1) alter the floor plan of any Unit which it owns at any time, and in any manner Developer deems appropriate, in its absolute discretion, provided that the Common Interest appurtenant to the Unit shall not change; (2) cause the subdivision of any Unit which it owns at any time to create two or more Units; (3) cause the consolidation of any Units which it owns at any time; (4) convert certain portions

of any existing Unit which it owns to Limited Common Element status to facilitate any subdivision or consolidation; and (5) recalculate the Common Interest appurtenant to each resulting Unit upon such subdivision and/or consolidation; provided that the total Common Interest appurtenant to the resulting Unit(s) shall equal the Common Interest appurtenant to the original Unit(s). The subdivision or consolidation of Units by Developer or any other Owner shall not affect the number of Commercial and Residential Directors on the Board.

2. If Developer is the Owner of any two or more Units separated by a party wall, floor, or ceiling, Developer shall have the right to consolidate two or more Units that are so separated, to later subdivide such Units once consolidated, and to alter, remove or restore all or portions of the intervening wall, floor, or ceiling at Developer's expense, provided that: (1) the structural integrity of the Project is not thereby affected, (2) the finish of any Common Element or Limited Common Element then remaining is restored to a condition substantially compatible with that of the Common Element or Limited Common Element prior to such alteration, and (3) all construction activity necessary to any such alteration or removal shall be completed within a reasonable period of time after the commencement thereof, subject to delays beyond the reasonable control of Developer or its contractors, whether caused by strikes, the unavailability of construction materials or otherwise, in which case any such construction activity shall be completed in such additional time as may be reasonably necessary in the exercise of due diligence.

3. Developer, in the process of consolidating Units, shall have the right to convert that area between Units to a Unit (as opposed to the same remaining a Limited Common Element) for so long as such Units shall remain consolidated or shall continue to be commonly used or owned.

Any such alteration, subdivision or consolidation of Unit(s) as provided above shall be effective provided that:

a. If necessary, Developer shall record or cause to be recorded an amendment to the Declaration describing the Unit(s) in question and setting forth at least: (a) a description of the newly-formed Unit(s); (b) in the case of the consolidation of Units by Developer, the Common Interest appurtenant to the newly-formed Unit, which shall be calculated by adding together the Common Interest for the Units to be consolidated; or (c) in the case of the subdivision of a Unit by Developer, the Common Interest appurtenant to each of the newly-formed Units, which shall in the aggregate equal the total of the Common Interest appurtenant to the original Unit.

b. Developer shall record or cause to be recorded an amendment to the Condominium Map for the Unit(s) being altered and/or expanded, subdivided or consolidated to show an amended floor plan, as necessary, together with a verified statement of registered architect or professional engineer, in the manner required by Section 514B-34 of the Act, that said Condominium Map, as so amended, is an accurate copy of portions of the plans of the altered and/or expanded Unit(s) as recorded with and approved by the County officer having jurisdiction over the issuance of permits for the completion of buildings, and that the plans fully and accurately depict the layout, location, Unit numbers, and dimensions of the Units substantially as built; and

c. Any such alteration shall comply in all respects with all applicable governmental codes, statutes, ordinances and rules and regulations, or with all variances granted therefrom.

Developer expressly reserves the right to amend the Declaration and Condominium Map to effect any subdivision or consolidation of Units or alterations to floor plans at any time or times during the Development

Period, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other persons, execute and record amendments to the Declaration and Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers or privileges herein reserved to Developer. To the extent permitted by applicable law, this Section shall not be amended without the prior written consent of Developer.

C. RESERVED RIGHTS REGARDING TELECOMMUNICATIONS EQUIPMENT AND TO RECEIVE REVENUE THEREFROM. Pursuant to Article XXII of the Declaration, during the Development Period, Developer shall have the reserved right, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, to install or cause the installation of Telecommunications Equipment upon the Common Elements, at its sole cost and expense, and upon such installation the same shall become a Limited Common Element appurtenant to a Unit designated by Developer. The installation of Telecommunications Equipment pursuant to Article XXII shall not be deemed to alter, impair, or diminish the Common Interest, Common Elements and easements appurtenant to the Units, or be a structural alteration or addition to the Tower constituting a material change, or necessitate an amendment to the Condominium Map. All profits or expenses directly attributable to the Telecommunications Equipment shall be distributed or charged directly to the Unit to which the Telecommunications Equipment is appurtenant. In connection with Developer's reserved right described in Article XXII, Developer shall further have the reserved right, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, to enter into any agreements, including, but not limited to, an exclusive marketing agreement, to market certain telecommunications services to Unit Owners in the Project, and to grant easements for such purpose, all upon such terms and conditions as Developer may determine in its discretion. Developer may assign any and all of its rights under Article XXII to the Association or to any other Person of Developer's choice.

D. RESERVED RIGHT OF DEVELOPER NOT TO DEVELOP AND/OR CONSTRUCT ALL OF THE RECREATIONAL AMENITIES AND TO MODIFY, RELOCATE, RECONFIGURE AND REMOVE RECREATIONAL AMENITIES. Pursuant to Article XXIII of the Declaration, during the Development Period, Developer shall have the reserved right, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, not to construct, and/or not to construct at the same time, all of the Recreational Amenities in the Project, as depicted on the Condominium Map, and to modify, relocate, reconfigure, and remove all or certain of the Recreational Amenities. Nothing in the Declaration shall be construed as a representation or warranty by Developer that the Recreational Amenities or any portion thereof, will be developed or built or that the Recreational Amenities and/or the types of Recreational Amenities offered will not change and/or that the other portions of the Residential Limited Common Elements will be built or completed prior to, concurrently with, or soon after any or all of the Residential Units are conveyed to third parties.

E. RESERVED RIGHT TO INSTALL DEVELOPER'S SIGNAGE. Pursuant to Article XXIV of the Declaration, during the Development Period, Developer shall have the reserved right, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, for the benefit of the Project, to install, maintain, repair, replace, and approve of (from time to time) directional signage within the street level of the Project, identity signage, and canopy signage, and other signage within the Residential Limited Common Elements; subject to any zoning or signage laws or other governmental requirements. Developer's approval rights shall not extend to any signage installed by the Association within the interior of the Residential Limited Common Elements in the Parking Structure or within the interior of the Residential Limited Common Elements. With respect to all aspects of the signage, including, without limitation, the method of affixing the signage and extension of electrical service thereto,

if applicable, such signage shall comply with the Project Quality Standard. Until such time that Developer shall provide notice that all Owners shall be obligated for the payment of Common Expenses as set forth in the Bylaws, Developer shall be responsible for lighting, installation, maintenance, and replacement of such residential signage as well as costs to repair any damage to the Project proximately caused by such installation, maintenance, and replacement of any residential signage and, after such notice, the Board shall be responsible for administering such obligations and assessing the costs thereof as a Residential Unit Class Expense. Developer may assign in writing all or any portion of the duties under this Section to the Commercial Director, who may establish and administer any sign criteria for signage installed in the Residential Limited Common Elements and shall assume all duties of Developer relating to signage including, without limitation, approval thereof.

F. RESERVED RIGHT TO MODIFY PROJECT AND TO AMEND CONDOMINIUM DOCUMENTS AND/OR THE CONDOMINIUM MAP. Pursuant to Article XXV of the Declaration, during the Development Period, Developer shall have the reserved right, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, to effect such modifications to Units and Common Elements in the Project and/or to execute, record and deliver any amendments to the Condominium Documents promulgated hereunder, as may be necessary or appropriate to effect compliance by the Project, the Association or by Developer, with laws which apply to the Project, including, but not limited to, the FHA and ADA, and any rules and regulations promulgated thereunder, or as may be required by the Commission, by any title insurance company issuing title insurance on the Project or any of the Units, by any institutional Lender lending funds secured by the Project, or any of the Units, including, without limitation, Fannie Mae, Freddie Mac and the U.S. Department of Veteran's Affairs, or by any local, state or federal governmental agency.

G. RESERVED RIGHT TO CONVERT LIMITED COMMON ELEMENTS TO UNITS. Pursuant to Article XXVI of the Declaration, during the Development Period and without joinder or consent of any Person, the Board, or any Owners or their mortgagees:

1. Developer shall have the reserved right to convert a Unit Limited Common Element appurtenant to such Unit or Units owned by Developer or Developer's successors, assigns or affiliates, or any portion thereof, into a separate Unit of the Project or to add to the area of a Unit. In such event, Developer shall have the right, without obtaining the approval of any party with an interest in the Project, including any other Owner and/or mortgagee, to alter the physical aspects of the Unit Limited Common Element and Unit(s) at Developer's expense in connection with such conversion, including building such structures as may be necessary or appropriate, provided that: (1) the structural integrity of the Project is not thereby affected, (2) the finish of the Unit is consistent with the quality of other Units in the Project and any remaining portion of the Unit Limited Common Element not converted to a Unit, if any, is restored, to the extent feasible, to a condition substantially compatible with that of the Unit Limited Common Element prior to such conversion, and (3) all construction activity necessary to any such conversion shall be completed within a reasonable period of time after the commencement thereof, subject to delays beyond the control of Developer or its contractors, whether caused by strikes, the unavailability of construction materials or otherwise, in which case any such construction activity shall be completed in such additional time as may be reasonably necessary in the exercise of due diligence.

2. Developer shall have the reserved right to designate certain Unit Limited Common Elements of the Project as Unit Limited Common Elements appurtenant to the newly-created Unit; provided that there is no material adverse effect on the remainder of the Project.

Any such conversion of a Unit Limited Common Element into a Unit or Units as provided above shall be effective provided that:

a. Developer shall record or cause to be recorded an amendment to the Declaration describing the Unit(s) in question and setting forth at least: (a) a description of the newly-formed Unit(s), and (b) the Common Interest appurtenant to the newly-formed Units and existing Units, which shall be calculated and/or recalculated by dividing the approximate net square footage of each individual Unit by the total net square footage of all Units within the Project, including any newly-formed Units. Developer may adjust the Common Interest to assure that the total of all Common Interests equals one hundred percent (100%). If Developer increases the area of an existing Unit by connecting a portion of the Unit Limited Common Element to the Unit, but if an additional Unit is not created, then the Common Interest percentage allocated to the Unit shall remain unchanged.

b. Developer shall record or cause to be recorded an amendment to the Condominium Map to show the floor plans and elevations for the newly-created Unit, as necessary, together with a verified statement of registered architect or professional engineer, in the manner required by Section 514B-34 of the Act, that said Condominium Map, as so amended, contains an accurate copy of portions of the plans of the newly-created Unit(s) as recorded with and approved by the County officer having jurisdiction over the issuance of permits for the construction of buildings, and that the plans fully and accurately depict the layout, location, Unit number(s), and dimensions of the Unit(s) substantially as built; and

c. Any such alteration associated with such conversion shall comply in all respects with all applicable governmental codes, statutes, ordinances and rules and regulations.

The right to amend the Declaration and Condominium Map to effect the conversion of any Unit Limited Common Element into a Unit and the alterations to floor plans may occur at any time during the Development Period, and Developer may, without being required to obtain the consent or joinder of any Owner, lien holder or other persons, execute, deliver and record amendments to the Declaration and Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the foregoing rights, powers or privileges. To the extent permitted by applicable law, this Section shall not be amended without the prior written consent of Developer.

H. RESERVED RIGHT TO RECHARACTERIZE AND REDESIGNATE LIMITED COMMON ELEMENTS. Pursuant to Article XXVII of the Declaration, during the Development Period, Developer shall have the reserved right, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, to amend the Declaration to (a) recharacterize all or a portion of certain Unit Limited Common Elements as may be appurtenant to a Unit or Units owned by Developer or Residential or Commercial Limited Common Elements, if all Residential Units and Commercial Units, respectively, are owned by Developer, as being General Common Elements of the Project, thus giving up or waiving the exclusive use of such area or areas; and/or (b) redesignate all or a portion of certain Unit Limited Common Elements as may be appurtenant to any Unit owned by Developer or Developer's successors, assigns or Developer Affiliate, to another Unit or Units owned by Developer, or as Residential Limited Common Elements or Commercial Limited Common Elements, as applicable; and/or (c) redesignate a portion of the Residential Limited Common Elements and/or Commercial Limited Common Elements, if all Residential and Commercial Units, respectively, are owned by Developer, as Unit Limited Common Elements to a Unit or Units owned by Developer; and/or (d) redesignate all or a portion of the Commercial Limited

Common Elements, if the Commercial Unit is owned by Developer, as being Residential Limited Common Elements appurtenant to Residential Units owned by Developer. Upon recharacterization of any Limited Common Element to a General Common Element of the Project, the Association shall be required to maintain such areas at its expense for the benefit of all Owners, and the cost of maintaining such areas shall be assessed to all Owners as a Common Expense.

The right to amend the Declaration to effect such recharacterization or redesignation of any such Limited Common Elements shall occur at any time or times during the Development Period, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other persons, execute, deliver and record any deed and/or amendments to the Declaration or to the Condominium Map, and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the foregoing rights, powers or privileges.

I. RESERVED RIGHTS REGARDING COUNTY AND HCDA PERMITS AND DEVELOPMENT AGREEMENTS AND TO FULFILL COUNTY ROAD WIDENING REQUIREMENTS. Pursuant to Article XXVIII of the Declaration, the Developer shall have the reserved right, until the end of the Development Period, to (a) perform road-widening activities to fulfill a County road-widening requirement, if any; (b) amend the Condominium Documents, including, but not limited to, the Declaration, to satisfy all County permits and/or HCDA Agreements; (c) enter into any agreements, including, but not limited to, declaring and subjecting the Land and Improvements to restrictive covenants; (d) designate and grant easements; (e) secure any other governmental permits and approvals or amend or supplement any existing government permits, approvals or agreements; (f) revise the budget and Common Expenses, and implement fees; and (g) do all things necessary and convenient, to satisfy the requirements of any land use or other permits pertaining to the Project issued by the County, or to comply with any agreements with or covenants imposed by HCDA, as the same may be amended, or modified, and to execute, record and deliver any and all documents necessary to effect the same, including, but not limited to, any necessary amendments to the Declaration and to the Condominium Map.

J. RESERVED RIGHT TO CONVEY PROPERTY TO THE ASSOCIATION. Pursuant to Article XXIX of the Declaration, the Developer shall have the reserved right during the Development Period, but not the obligation, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, to convey to the Association, and the Association shall accept, title to any property owned by Developer or Developer's successors, assigns or Developer Affiliates, together with the responsibility to perform any and all duties associated therewith. Upon conveyance or dedication of such property to the Association, the Association shall maintain such property at its expense for the benefit of the Owners, and the cost of maintaining such areas, including any maintenance fees associated with such areas, shall be assessed to all Owners as a Common Expense. Any property or interest in property transferred to the Association by Developer shall be by way of quitclaim deed, "AS IS," "where is". Developer shall have the further right to redesignate Limited Common Elements appurtenant to Units owned by Developer or Developer's successors, assigns, or Developer Affiliate as Limited Common Elements appurtenant to Units owned by the Association, if any, and to the extent necessary or required, to amend the Declaration and the Condominium Map to affect the same.

Notwithstanding the foregoing, the conveyance of any such property to the Association may be subject to the terms and conditions of any license, lease or other agreement made by and between Developer, as owner of such property, and any third party to utilize, manage, operate or otherwise deal with the property and/or the Limited Common Elements appurtenant thereto; provided, that the Association shall not be liable for any obligations of Developer under any such agreement(s) arising prior to such conveyance to the Association. The Association shall

accept and assume such title, rights and obligations, and shall indemnify, defend and hold Developer harmless from any loss incurred by Developer as a result of any claim made against Developer pursuant to any agreement with a third party arising after such conveyance.

K. RESERVED RIGHT TO CONDUCT SALES ACTIVITIES. Pursuant to Article XXX of the Declaration, during the Development Period, Developer does hereby reserve the right unto itself, its brokers, sales agents, and other related Persons, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, to access and conduct extensive sales activities at the Project, including the use of any Unit owned by Developer or its successors, assigns, or Developer Affiliates and its appurtenant Unit Limited Common Elements and use of the Residential Limited Common Elements, for instance, for hosting of receptions on the Amenity Deck and use of the Recreational Amenities for such activities, and use of the Commercial Limited Common Elements for model Units, sales, leasing, management, and construction offices, parking and extensive sales displays and activities, the posting and maintenance of signs and other advertisements relating to such sales activities, and to install, maintain, locate, relocate, and reconfigure such structures, displays, advertising signs, billboards, flags, sales desks, kiosks, sales, leasing, management and/or construction offices, interior design and decorator centers, and parking areas for employees, agents, and prospective buyers, as may be necessary or convenient for the proper development and disposition of Units by sale, resale, lease, or otherwise, and the right, but not the obligation, to provide ongoing maintenance, operation, service, construction, and repairs to individual Units in the Project and for other projects in Ward Village. In the event that Developer is unable to sell all of the Units within the Development Period, Developer shall have the right to conduct sales activities on the Project until the closing of the sale of the last unsold Residential Unit of the Project; provided that such sales are conducted in an unobtrusive manner which will not unreasonably interfere with the use, possession and aesthetic enjoyment of the Project by the Owners. Such sales activities may include the initial sale and resale of Units. In the event that Developer's mortgage lender, if any, or any successor to or assignee of Developer's mortgage lender shall acquire any portion of the Project in the course of any foreclosure or other legal proceeding or in the exercise of the Mortgage remedies or by a deed or an assignment in lieu of foreclosure, such Mortgage Lender, its successor and assigns, shall have the right to conduct such extensive sales activities on the Project until at least ninety-five percent (95%) of all of the Units in the Project have been sold and Unit Deeds therefor recorded, notwithstanding the foregoing. Each and every party acquiring an interest in the Project, by such acquisition, acknowledges that the sales activities may result in noise and nuisances, and consents to such activity by Developer, and further waives, releases and discharges any rights, claims, or actions such party may acquire against Developer, its brokers, sales agents, employees, and Lenders, and their respective successors and assigns, as a result of any such activity or activities. The Master Declarant has reserved rights to perform sales activities pursuant to Article II, Section J of the Declaration and as set forth in the Master Declaration.

L. RESERVED RIGHT TO CONSOLIDATE, SUBDIVIDE, AND WITHDRAW LAND. Pursuant to Article XXXI of the Declaration, the Developer shall have the reserved right during the Development Period, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, to (i) consolidate the Land with another parcel(s) of land ("*Consolidated Lot*"), (ii) subdivide the Land to create separate parcels of land ("*Subdivided Lots*"), and/or (iii) withdraw certain Subdivided Lots from the operation of the Declaration, and convey or cause the conveyance of said withdrawn Subdivided Lots to itself or to a third party as it deems appropriate. This right to subdivide and withdraw shall include, without limitation, the right to subdivide and withdraw from this Project certain portions of the Land, as depicted on the Condominium Map.

In connection with the right to consolidate, Developer shall have the further reserved right to enter and go

upon the Land to do all things necessary, proper, or convenient to effectuate such consolidation of the Land, including, without limitation, the following: (i) making surveys to undertake a reasonable realignment of boundaries of the Land to define said Consolidated Lot (it being understood that Developer shall have the reserved right to effect any such realignment), (ii) filing and recording the necessary consolidation map and related documentation, (iii) facilitating the granting, reserving, adding, deleting, receiving, realigning, and/or relocating of easements and/or rights of ways for utilities, cesspools, sanitary and storm sewers, cable television, telecommunication systems, refuse disposal, driveways, parking areas, roadways, and pedestrian access, and (iv) granting or receiving all other required easements and/or rights of way. Said consolidation shall be subject to, and Developer shall, at its own expense, comply with, all of the then-applicable governmental laws, rules, and regulations.

In connection with the right to subdivide, Developer shall have the further reserved right to enter and go upon the Land to do all things necessary, proper, or convenient to effectuate such subdivision of the Land and withdrawal and conveyance of certain Subdivided Lots, including, without limitation, the following: (i) making surveys to undertake a reasonable realignment of boundaries of the Land to define said Subdivided Lots (it being understood that Developer shall have the reserved right to effect any such realignment), (ii) filing and recording the necessary subdivision map and related documentation, (iii) facilitating the granting, reserving, adding, deleting, receiving, realigning, and/or relocating of easements and/or rights of ways for utilities, cesspools, sanitary and storm sewers, cable television, telecommunication systems, refuse disposal, driveways, parking areas, roadways, and pedestrian access, and (iv) granting or receiving all other required easements and/or rights of way; and provided further that Developer specifically reserves the right, whether or not in connection with its right to subdivide, withdraw, and convey hereunder, to grant easements for access, driveway, and parking purposes over the Project in favor of the withdrawn portion(s) of the Land. With regard to the Subdivided Lot(s) being withdrawn, such withdrawn portion(s) shall not have been improved with any of the Units or the Recreational Amenities or other Improvements described in the Declaration or shown on the Condominium Map. Said subdivision, withdrawal, and conveyance shall be subject to, and Developer shall, at its own expense, comply with, all of the then-applicable governmental laws, rules, and regulations, including subdivision requirements.

In connection with the exercise of its rights reserved unto it hereunder, Developer hereby further reserves the right, at its expense, to: (i) grant, reserve, add, delete, receive, realign, and/or relocate over, across, and under the Project, as appropriate, easements and/or rights of ways for utilities, including, without limitation, cesspools, sanitary and storm sewers, cable television, telecommunications systems, refuse disposal, access, shared driveways, parking areas, roadways, and walkways; (ii) enter into and execute any license and/or agreements, as appropriate, to facilitate the use of any areas located outside the Project that will be used to benefit Owners or of areas within the Project to be used by third parties; and (iii) negotiate, execute, and accept any licenses, easements, or rights of way over adjacent properties which may benefit or support the Project.

Upon the exercise of said reserved rights, Developer shall, at Developer's expense and without being required to obtain the consent or joinder of any Owner or lienholder, execute and record in said Bureau, the subdivision map (and, to the extent deemed necessary or approved by Developer, for designation of easements), and an amendment to the Declaration and the Condominium Map: (i) describing the withdrawn land and any Improvements thereon; (ii) describing the realigned boundaries of the Land upon which the Units then constituting the Project are located; and (iii) where applicable and appropriate, granting, reserving, or relocating easements over, under, and on the Common Elements, as permitted above. The filing of the amendment to the Declaration and the Condominium Map shall effectuate the withdrawal, without any further consent or joinder of any party. Developer shall have the right, as grantor, to execute, deliver, and record a deed of any subdivided and withdrawn area upon

filing of the amendments aforesaid.

The exercise by Developer of the right to consolidate, and/or subdivide, withdraw and convey as provided in this Section, shall not in any way limit or be deemed to limit Developer's full use of areas remaining in the Project pursuant to any of the rights reserved to it in the Declaration.

M. RESERVED RIGHT TO LEASE OR TRANSFER THE COMMERCIAL UNIT AND COMMERCIAL LIMITED COMMON ELEMENTS. Pursuant to Article XXXII of the Declaration, during the Development Period, Developer, its successors and assigns, as the Owner of the Commercial Unit, shall have the reserved right, but not the obligation, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, to lease or transfer ownership of the Commercial Unit owned by Developer to the Association or to a third party, and to redesignate the Commercial Unit Limited Common Elements appurtenant to such Commercial Unit to a Unit owned by the Association or a third party, and redesignate Commercial Limited Common Elements as Common Elements or Residential Limited Common Elements, and to the extent necessary or required, to amend the Declaration and Condominium Map to effect the same. Upon transfer to the Association, the Association shall accept ownership of such Commercial Unit together with any appurtenant Limited Common Element(s) "AS IS" by way of a quitclaim deed. In the event the Commercial Unit is transferred or leased to the Association or a third-party, at such time, the Association or such third-party shall assume the cost of maintenance of all such Limited Common Element areas and the Common Expense in proportion to the percentage common interest set forth in Exhibit "B" to the Declaration attributable to such Commercial Unit. Developer may require, in its reasonable discretion, that such transferee or lessee, as the case may be, enter into an administrative and/or management agreement with Developer allowing Developer to maintain the rights to retain administrative and management control over such areas, unless such right is otherwise delegated to the Association or such third-party buyer at the time of such transfer. In the event the Commercial Unit is ever transferred or leased to the Association or to a third-party and the Association or such third-party thereafter but during the Development Period desires to offer such Commercial Unit for sale or lease, Developer shall be given the first right of refusal to reacquire or to lease such Commercial Unit under the same terms and conditions (including financing terms) as may be offered to or by such bona fide third-party. Accordingly, the Association or such third-party Owner desiring to sell or lease the Commercial Unit must first notify Developer in writing of its intent to list, sell, or lease the Commercial Unit. The Association's or such third-party Owner's written notice to Developer must include the proposed listing, offer price or rental rate and general terms of the proposed listing, sale, or lease. Upon receipt of such written notice, Developer shall have fifteen (15) calendar days within which to notify the Association or such third-party Owner in writing as to whether Developer elects to exercise its right of first refusal. If Developer elects to exercise its right of first refusal, closing shall occur no later than sixty (60) calendar days after Developer notifies the Association or such third-party Owner in writing (within such fifteen (15) calendar day period) of its decision to purchase the Commercial Unit. If Developer elects not to exercise its right of first refusal or fails to notify the Association or such third-party Owner in writing of Developer's election to exercise its right of first refusal within such fifteen (15) calendar day period, the Association or such third party Owner shall be entitled, for a period of seven (7) months thereafter, to list the Commercial Unit with a real estate broker or the Commercial Unit to a third-party for a price equal to or greater than the price offered to Developer without further notice to Developer.

The right to convey such Commercial Unit to the Association and for the Association to accept ownership thereof and/or to redesignate Unit Limited Common Elements or Commercial Limited Common Elements appurtenant thereto to a Unit owned by the Association or to Residential Limited Common Element or Common Element, and, to the extent necessary, to amend the Declaration to effect the same, shall occur during the

Development Period. Developer, as the Owner of the Commercial Unit, has the right for the duration of its ownership to convey the Unit to third parties, which right shall continue notwithstanding the expiration of the Development Period. Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other Persons, execute, deliver and record any deed and/or amendments to the Declaration and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the foregoing rights, powers or privileges.

N. RESERVED RIGHT TO ALTER THE NUMBER OF FLOORS AND/OR UNITS IN THE PROJECT. Pursuant to Article XXXIV of the Declaration, during the Development Period, Developer shall have the reserved right, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, to reduce or increase the number of floors and/or Units in the Project notwithstanding anything provided to the contrary, and except as otherwise provided by law. Any such alteration to the number of floors and/or Units and/or floors in the Project shall be effective provided that:

1. Developer shall record or cause to be recorded an amendment to the Declaration describing (a) the revised description of Units and/or floors that comprise the Project; and (b) the undivided percentage Common Interest appurtenant to the Units as a result of the reduction or increase in the total number of floors and/or Units. The Common Interest appurtenant to each Unit shall be calculated by dividing the Unit's net square footage by the net square footage of all Units in the Project; provided, however, that Developer shall have the right, in its sole and absolute discretion, to round the result of such calculations so that the sum of the percentages equals exactly one hundred percent (100%);

2. Developer shall record or cause to be recorded an amendment to the Condominium Map to reflect the revised layout incorporating the change in the number of Units and/or floors, together with a verified statement of registered architect or professional engineer, in the manner required by Section 514B-34 of the Act, certifying that said Condominium Map, as so amended, is an accurate copy of portions of the plans of the altered Unit(s) as filed with the County officer having jurisdiction over the issuance of permits for the completion of buildings; and

3. Any such alteration shall comply in all respects with all applicable governmental codes, statutes, ordinances and rules and regulations, or with all variances granted therefrom.

Developer expressly reserves the right to amend the Declaration and Condominium Map to effect any increase or decrease in the number of floors and/or Units or alterations to the floor plans at any time or times during the Development Period, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other Persons, execute and record amendments to the Declaration and Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers or privileges reserved to Developer.

O. DEVELOPER'S RESERVED RIGHT TO GRANT EASEMENTS AND TO DEDICATE LIMITED COMMON ELEMENTS TO THE MASTER ASSOCIATION. Pursuant to Article XXXIV of the Declaration, during the Development Period, to the extent set forth in the Master Declaration, Developer shall have the reserved right, without joinder or consent of any Person, the Board, or any Owners or their mortgagees, to grant easements through the Common Elements, including the Residential Limited Common Elements and the Commercial Limited Common Elements, located on the ground floor of the Project, for purposes set forth in the Master Declaration, including, without limitation, easements to access certain areas of the Project and easements for use of certain areas

of the Project by the Master Association, for recreational use, use for park space, or pedestrian and/or bicycle access or other purposes. Such areas or portions thereof may also be dedicated to the public or dedicated for use by the public pursuant to the Master Declaration; provided that the Master Association shall maintain the easement and use areas and shall be responsible for any costs associated with the use, maintenance, and upkeep of such areas pursuant to the Master Declaration. Developer may without being required to obtain the consent or joinder of any Owner, lienholder or other Persons, execute, deliver and record any deed and/or amendments to the Declaration and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the foregoing rights, powers or privileges.

P. DEVELOPER'S RESERVED RIGHT TO AMEND THE CONDOMINIUM DOCUMENTS TO REMOVE REFERENCES TO LANDOWNER. Pursuant to Article XXXV of the Declaration, Developer shall have the reserved right, to and until the end of the Development Period, to amend the Declaration, the Bylaws, the House Rules, the Condominium Map, and any other applicable Condominium Documents to remove any references to Landowner as the fee simple owner of the Land upon Developer's acquisition of the Land and to record all documents necessary to effect the same in said Bureau without being required to obtain the consent or joinder of Landowner and/or any Owner, lienholder, or other Person.

Q. ASSIGNMENT OF RESERVED RIGHTS. Pursuant to Article XXXVI of the Declaration, during the Development Period, notwithstanding anything stated in the Declaration to the contrary, the rights reserved to Developer in the Declaration shall be fully and freely assignable by Developer in whole or in part. Any assignment of the rights reserved to Developer shall be in writing, executed by both Developer and the assignee of Developer's rights, and shall be recorded in said Bureau. Every Owner of a Unit in the Project and all holders of liens affecting any of the Units and each and every other party acquiring an interest in the Project, or any part thereof, by acquiring such Unit, lien, or other interest, consents to any such assignment by Developer, and, to the extent designated by Developer, agrees to recognize any assignee as the "Developer" under the Declaration; agrees to execute, deliver, and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Developer and its assigns his or her attorney-in-fact with full power of substitution to execute, deliver, and record such documents and instruments and to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties; which grant of such power shall be binding upon any assign of, or successor-in-interest upon any transfer of any Unit or any interest therein, whether by deed, Mortgage, or any other instrument of conveyance.

R. CONSENT TO DEVELOPER'S RESERVED RIGHTS; APPOINTMENT OF DEVELOPER AND ASSOCIATION AS ATTORNEY-IN-FACT. Pursuant to Article XXXVII of the Declaration, each and every party acquiring an interest in the Project, by such acquisition, consents to all of the rights reserved unto Developer, as set forth in the Declaration, including, but not limited to, those rights as set forth in Articles XX through XXXV in the Declaration, the permitted actions taken by Developer pursuant thereto, and to the recording of any and all documents necessary to effect the same in said Bureau; agrees to execute, deliver, and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Developer and its assigns his or her attorney-in-fact with full power of substitution to execute, deliver and record such documents and instruments and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties; which grant of such power shall be binding upon any assign of, or successor-in-interest to, any such party and shall be deemed to be automatically granted anew by any assign or successor-in-interest upon any transfer

of any Unit or any interest therein, whether by deed, Mortgage, or any other instrument of conveyance. Without limitation to the generality of the rights reserved unto Developer hereunder and as permitted by law, Developer will have the right to execute, deliver and record any amendment to the Condominium Documents, any easement instrument, any deed, any amendment to a Unit Deed, assignment of rights or interest, or such other document, instrument or agreement that may be necessary or appropriate to permit Developer to exercise its respective rights pursuant to the provisions of the Declaration .

BYLAWS

RESERVED RIGHT TO AMEND BYLAWS. This right is set forth in Section IX.3.B of the Bylaws. Developer (pursuant to the Developer's Reserved Rights) shall have the reserved right to amend the Bylaws to the extent set forth in the Declaration.

HOUSE RULES

RESERVED RIGHT TO AMEND HOUSE RULES. During the Developer Control Period, the Developer may amend the House Rules in any manner without the joinder, consent, or approval of any other party.

* * * * *

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. WHILE THIS SUMMARY IS A GENERAL SUMMARY OF SOME OF SUCH RESERVED RIGHTS, PURCHASER SHOULD REFER TO THE CONDOMINIUM DOCUMENTS TO DETERMINE THE ACTUAL RIGHTS RESERVED BY THE DEVELOPER. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONDOMINIUM DOCUMENTS, THE CONDOMINIUM DOCUMENTS WILL CONTROL.

END OF EXHIBIT "G"

EXHIBIT "H"

ESTIMATED BUDGET AND INITIAL MAINTENANCE FEES

THE AMOUNTS SET FORTH IN THE ATTACHED ARE ESIMATES ONLY AND MAY CHANGE FOR REASONS BEYOND THE CONTROL OF THE DEVELOPER.

INSURANCE, ENERGY AND LABOR COSTS ARE CURRENTLY IN FLUX AND CAN SUBSTANTIALLY INCREASE OVER A SHORT PERIOD OF TIME. THE DEVELOPER CANNOT PREDICT HOW CHANGES IN THE ECONOMIC, SOCIAL AND POLITICAL CONDITIONS IN HAWAII, THE U.S. AND/OR GLOBALLY MAY IMPACT SUCH COSTS. PURCHASERS ARE AWARE AND ACKNOWLEDGE THAT THE BUDGET, AND, AS A RESULT, EACH PURCHASER'S MAINTENANCE FEE, MAY INCREASE SUBSTANTIALLY DUE TO INCREASING COSTS, INCLUDING COSTS ATTRIBUTED TO THE INSURANCE COVERAGE, LABOR AND ENERGY.

PURCHASER RECOGNIZES AND ACKNOWLEDGES THAT SUCH COMMON INTERESTS AND MAINTENANCE FEES ARE SUBJECT TO CHANGE AS THE PROJECT EVOLVES. SUCH ESTIMATES ARE NOT INTENDED TO BE AND DO NOT CONSTITUTE ANY REPRESENTATION OR WARRANTY BY THE DEVELOPER OR CONDOMINIUM MANAGER, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF SUCH ESTIMATES.

MAINTENANCE FEES SHALL COMMENCE FOR THE RESIDENTIAL UNIT OWNERS UPON CLOSING OF THE UNIT.

EXHIBIT "H"

CERTIFICATE

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

1. I am the President for Associa Hawaii, a Hawaii corporation, designated by the Developer of the A'ali'i condominium project (the "Project") to act as the Managing Agent for the management and administration of the Project.
2. The project is located in a Flood Zone and as such, federal flood insurance is required on the Project and/or individual units in the Project. The Developer has informed Associa Hawaii that it intends to obtain a FEMA Special Exemption given the minimal value situated below the flood elevation. The budget has been prepared assuming that the FEMA Special Exemption shall be approved. If said Special Exemption is not approved, then the Association may be required to purchase Federal Flood Insurance which could significantly affect the monthly maintenance fees.
3. Attached hereto is a true and correct copy of the projected budget for the Project. The estimates contained herein, 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.
4. 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 March 2019, based on generally accepted accounting principles; provided that in calculating the annual maintenance charges and the monthly estimated maintenance cost for each unit in the Project, there may be some instances where dollars and cents amounts may not be exact due to rounding.
5. 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.
6. The Budget has been prepared on a cash basis.

DATED: Honolulu, Hawaii, this 18th day of August 2020

Name: Paul Wong
Title: PRESIDENT

Subscribed and sworn to before me
this 18th day of August 2020

State of Hawaii
City & County of Honolulu

Date: 08/18/2020 # of Pages: 19

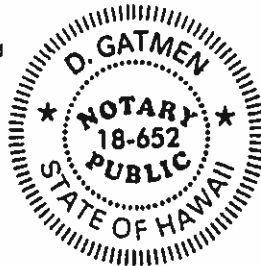
Doc. Description: Certificate of Managing Agent & Estimated
Annual disbursements for: A'ali'i

Notary Signature
Name: D. Gatmen

No & Expiration: 11/25/2022

First Circuit, State of Hawaii

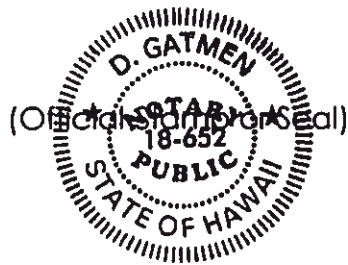
NOTARY CERTIFICATION




JURAT

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

Subscribed and sworn before me this 18TH day of August, 2020.




Printed Name: D. Gatmen
Notary Public, State of Hawaii
My commission expires: 11/25/2022

Estimated Fee Disbursement

A'ali'i (751 Residential
and 1 Commercial)

Description	Monthly Residential	Annual Residential	Monthly Commercial	Annual Commercial
Utilities and Services				
Electricity Residential Meter Levels 2-42 including the Residential Lobby will be on a residential electric meter. Residential Unit Owners pay 100% of residential meter.	\$65,000.00	\$780,000.00		
Electricity Parking Structure - (Resi metered) Levels 2-7 will be on a residential electric meter. Residential Unit Owners pay 100% of residential meter.	included in cost above in Electricity Residential Meter	included in cost above in Electricity Residential Meter		
Electricity Parking Structure Level 1 will be on a commercial electric meter with Residential and Commercial paying based on percentage of Common Interest. (PCI)	\$17,004.53	\$204,054.31	\$495.47	\$5,945.69
Electricity - Level 1 Exterior Lighting only Will be on sub-metered off of the residential electric meter. Residential and Commercial paying based on percentage of Common Interest. (PCI)	included in cost above in Electricity Residential Meter	included in cost above in Electricity Residential Meter	\$1,840.33	\$22,084.00
Communications: Enterphone, Office Phones, Elevator Phones, Site/Operation Manager's Cell Phone, 2-Way Radios & repeater. Residential and Commercial paying based on percentage of Common Interest. (PCI)	\$782.21	\$9,386.50	\$22.15	\$265.76
Internet Data Only covering all Residential Units and Common Areas including 11 WI-Fi Hot Spots & 10 Free Video locations	\$19,576.69	\$234,920.31	\$26.07	\$312.81
Refuse (Residential Only)	\$11,134.00	\$133,608.00		
Refuse (Commercial LCE-C will have dedicated retail trash room). Commercial will directly contract refuse service.				
Sewer (monthly invoices are based on water usage) -- Estimate Commercial based on PCI	\$51,788.98	\$621,467.80	\$1,509.02	\$18,108.20
Water (Residential metered) Commercial Retail will be will be sub-metered. -- Estimate Commercial based on PCI	\$12,626.64	\$151,519.65	\$367.91	\$4,414.95
Gas for BBQ grills on amenity deck. 100% Residential.	\$645.00	\$7,740.00		
Maintenance, Repair, Supplies for Amenity areas				
Pools and Spa	\$1,485.00	\$17,820.00		

Estimated Fee Disbursement

A'ali'i (751 Residential
and 1 Commercial)

Description	Monthly Residential	Annual Residential	Monthly Commercial	Annual Commercial
Fitness Center / Other amenities including Lobby and all Event Spaces on L8 and L42	\$443.00	\$5,316.00		
Doggie Run	\$131.00	\$1,572.00		
Maintenance, Repair, Supplies				
Fire Alarm, Smoke Detector, Fire Extinguisher, Fire Hoses Pump and Wet/Dry standpipe inspection, service and maintenance- Parking Structure. Residential and Commercial paying based on percentage of Common Interest. (PCI)	\$8,658.70	\$103,904.45	\$252.30	\$3,027.55
Oil Water Separate for operations and maintenance of cost for the car wash area. Residential and Commercial paying based on percentage of Common Interest. (PCI)	\$97.05	\$1,164.65	\$2.83	\$33.98
Building/Supplies/Repairs/Work Shop. Residential and Commercial paying based on percentage of Common Interest. (PCI)	\$3,425.20	\$41,102.37	\$99.80	\$1,197.63
Equipment Maintenance. Residential and Commercial paying based on percentage of Common Interest. (PCI)	\$8,567.37	\$102,808.39	\$249.63	\$2,995.61
Electric/Lighting maintenance, including replacement of fixtures and lightbulbs	\$730.71	\$8,768.51	\$21.29	\$255.49
Landscape, Public Sidewalk & Roadway Main (Level 1 ground floor) Landscape Residential (Level 2 planter box in podium. Level 8 planter box and trees. Level 42 living wall) - synthetic grass at children's and open play area - synthetic grass at outdoor lounge Residential and Commercial paying based on percentage of Common Interest. (PCI)	\$226.40	\$2,716.84	\$6.60	\$79.16
Elevators	\$4,550.00	\$54,600.00		
Security Systems (Level 1 ground floor)	\$7,829.86	\$93,958.26	\$241.30	\$2,895.66
Window Washing	\$3,167.00	\$38,004.00		
Pest Control	\$243.89	\$2,926.72	\$7.11	\$85.28
Plumbing	\$410.00	\$4,920.00		
Training/Uniforms	\$600.00	\$7,200.00		
Payroll and Benefits				
Site Management Office (A'a'li'i 3 employees) located behind the Residential Lobby	\$25,000.00	\$300,000.00		
Indirect Labor/Guest Services (A'a'li'i 4 employees)	\$11,093.00	\$133,116.00		
Housing Allowance for site manager	\$4,000.00	\$48,000.00		

Estimated Fee Disbursement

A'ali'i (751 Residential
and 1 Commercial)

Description	Monthly Residential	Annual Residential	Monthly Commercial	Annual Commercial
Maintenance personnel (A'a'li'i 3 employees)	\$7,800.00	\$93,600.00		
Housekeeping/Janitor (A'a'li'i 4 employees)	\$10,400.00	\$124,800.00		
Worker's Comp	\$2,896.00	\$34,752.00		
TDI	\$220.00	\$2,640.00		
Health Insurance	\$6,793.00	\$81,516.00		
Payroll Taxes	\$3,999.00	\$47,988.00		
Payroll Preparation	\$260.00	\$3,120.00		
Holiday Bonus	\$833.00	\$9,996.00		
Simple IRA or Retirement Plan	\$600.00	\$7,200.00		
Other				
Guard Service				
Management Fees	\$11,811.51	\$141,738.12		
Audit/Tax Fees	\$165.00	\$1,980.00		
Legal Fees	\$598.00	\$7,176.00		
Consulting Fees				
Admin, Services/Supplies	\$1,538.00	\$18,456.00		
Petty Cash	\$2,000.00	\$24,000.00		
Sub-metering Expenses				
Meeting Expense	\$100.00	\$1,200.00		
GET/Other				
Condo Registration	\$639.48	\$7,673.76	\$0.85	\$10.22
Master Assn Dues *	\$18,775.00	\$225,300.00	\$284.00	\$3,408.00
Guest Parking Stall Rental	\$6,000.00	\$72,000.00		
Insurance				
Property	\$14,165.84	\$169,990.08	\$417.14	\$5,005.68
Flood	\$5,666.00	\$67,992.00	\$167.83	\$2,013.96
Comp. General Liability	\$2,185.64	\$26,227.68	\$64.36	\$772.32
Umbrella	\$1,214.24	\$14,570.88	\$35.75	\$429.00
Directors and Officers	\$242.85	\$2,914.20	\$7.15	\$85.80
Bond	\$60.71	\$728.52	\$1.79	\$21.48
Equipment Breakdown				
Subtotal	\$358,179.50	\$4,298,154.00	\$6,120.69	\$73,448.23
Reserve	\$33,940.45	\$407,285.40	\$583.67	\$7,004.02
TOTAL*	\$392,119.95	\$4,705,439.40	\$6,704.35	\$80,452.25

(*) ASSUMES Ward Village Master Association dues (estimated to be \$25 per unit per month) are included in the Maintenance Fees.

Estimated Maintenance Fees

A'ali'
(751 Residential units)

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
200	1B-G	1/1	0.149133%	\$584.78	\$7,017.36
201	P	0/1	0.072137%	\$282.86	\$3,394.32
202	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
203	P	0/1	0.072137%	\$282.86	\$3,394.32
204	1B-E	1/1	0.145552%	\$570.74	\$6,848.88
205	P	0/1	0.072137%	\$282.86	\$3,394.32
206	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
207	P	0/1	0.072137%	\$282.86	\$3,394.32
208	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
209	P	0/1	0.072137%	\$282.86	\$3,394.32
210	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
211	P	0/1	0.072137%	\$282.86	\$3,394.32
212	1B-H	1/1	0.148878%	\$583.78	\$7,005.36
213	P	0/1	0.072137%	\$282.86	\$3,394.32
214	2B-E	2/2	0.216154%	\$847.58	\$10,170.96
215	P	0/1	0.072137%	\$282.86	\$3,394.32
216	1B-A8	1/1	0.130460%	\$511.56	\$6,138.72
217	P	0/1	0.072137%	\$282.86	\$3,394.32
219	P	0/1	0.072137%	\$282.86	\$3,394.32
221	P	0/1	0.072137%	\$282.86	\$3,394.32
223	P	0/1	0.072137%	\$282.86	\$3,394.32
225	P	0/1	0.072137%	\$282.86	\$3,394.32
227	P	0/1	0.072137%	\$282.86	\$3,394.32
229	P	0/1	0.072137%	\$282.86	\$3,394.32
231	1B-P	1/1	0.114600%	\$449.37	\$5,392.44
300	1B-G	1/1	0.149133%	\$584.78	\$7,017.36
301	P	0/1	0.072137%	\$282.86	\$3,394.32
302	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
303	P	0/1	0.072137%	\$282.86	\$3,394.32
304	1B-E	1/1	0.145552%	\$570.74	\$6,848.88
305	P	0/1	0.072137%	\$282.86	\$3,394.32
306	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
307	P	0/1	0.072137%	\$282.86	\$3,394.32
308	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
309	P	0/1	0.072137%	\$282.86	\$3,394.32
310	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
311	P	0/1	0.072137%	\$282.86	\$3,394.32
312	1B-H	1/1	0.148878%	\$583.78	\$7,005.36
313	P	0/1	0.072137%	\$282.86	\$3,394.32
314	2B-E	2/2	0.216154%	\$847.58	\$10,170.96
315	P	0/1	0.072137%	\$282.86	\$3,394.32
316	1B-A8	1/1	0.130460%	\$511.56	\$6,138.72
317	P	0/1	0.072137%	\$282.86	\$3,394.32
319	P	0/1	0.072137%	\$282.86	\$3,394.32
321	P	0/1	0.072137%	\$282.86	\$3,394.32
323	P	0/1	0.072137%	\$282.86	\$3,394.32
325	P	0/1	0.072137%	\$282.86	\$3,394.32
327	P	0/1	0.072137%	\$282.86	\$3,394.32
329	P	0/1	0.072137%	\$282.86	\$3,394.32
331	1B-P	1/1	0.114600%	\$449.37	\$5,392.44
400	1B-G	1/1	0.149133%	\$584.78	\$7,017.36
401	P	0/1	0.072137%	\$282.86	\$3,394.32
402	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
403	P	0/1	0.072137%	\$282.86	\$3,394.32
404	1B-E	1/1	0.145552%	\$570.74	\$6,848.88
405	P	0/1	0.072137%	\$282.86	\$3,394.32
406	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
407	P	0/1	0.072137%	\$282.86	\$3,394.32

Estimated Maintenance Fees

A ali
[751 Residential units]

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
408	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
409	P	0/1	0.072137%	\$282.86	\$3,394.32
410	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
411	P	0/1	0.072137%	\$282.86	\$3,394.32
412	1B-H	1/1	0.148878%	\$583.78	\$7,005.36
413	P	0/1	0.072137%	\$282.86	\$3,394.32
414	2B-E	2/2	0.216154%	\$847.58	\$10,170.96
415	P	0/1	0.072137%	\$282.86	\$3,394.32
416	1B-A8	1/1	0.130460%	\$511.56	\$6,138.72
417	P	0/1	0.072137%	\$282.86	\$3,394.32
419	P	0/1	0.072137%	\$282.86	\$3,394.32
421	P	0/1	0.072137%	\$282.86	\$3,394.32
423	P	0/1	0.072137%	\$282.86	\$3,394.32
425	P	0/1	0.072137%	\$282.86	\$3,394.32
427	P	0/1	0.072137%	\$282.86	\$3,394.32
429	P	0/1	0.072137%	\$282.86	\$3,394.32
431	1B-P	1/1	0.114600%	\$449.37	\$5,392.44
500	1B-G	1/1	0.149133%	\$584.78	\$7,017.36
501	P	0/1	0.072137%	\$282.86	\$3,394.32
502	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
503	P	0/1	0.072137%	\$282.86	\$3,394.32
504	1B-E	1/1	0.145552%	\$570.74	\$6,848.88
505	P	0/1	0.072137%	\$282.86	\$3,394.32
506	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
507	P	0/1	0.072137%	\$282.86	\$3,394.32
508	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
509	P	0/1	0.072137%	\$282.86	\$3,394.32
510	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
511	P	0/1	0.072137%	\$282.86	\$3,394.32
512	1B-H	1/1	0.148878%	\$583.78	\$7,005.36
513	P	0/1	0.072137%	\$282.86	\$3,394.32
514	2B-E	2/2	0.216154%	\$847.58	\$10,170.96
515	P	0/1	0.072137%	\$282.86	\$3,394.32
516	1B-A8	1/1	0.130460%	\$511.56	\$6,138.72
517	P	0/1	0.072137%	\$282.86	\$3,394.32
519	P	0/1	0.072137%	\$282.86	\$3,394.32
521	P	0/1	0.072137%	\$282.86	\$3,394.32
523	P	0/1	0.072137%	\$282.86	\$3,394.32
525	P	0/1	0.072137%	\$282.86	\$3,394.32
527	P	0/1	0.072137%	\$282.86	\$3,394.32
529	P	0/1	0.072137%	\$282.86	\$3,394.32
531	1B-P	1/1	0.114600%	\$449.37	\$5,392.44
600	1B-G	1/1	0.149133%	\$584.78	\$7,017.36
601	P	0/1	0.072137%	\$282.86	\$3,394.32
602	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
603	P	0/1	0.072137%	\$282.86	\$3,394.32
604	1B-E	1/1	0.145552%	\$570.74	\$6,848.88
605	P	0/1	0.072137%	\$282.86	\$3,394.32
606	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
607	P	0/1	0.072137%	\$282.86	\$3,394.32
608	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
609	P	0/1	0.072137%	\$282.86	\$3,394.32
610	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
611	P	0/1	0.072137%	\$282.86	\$3,394.32
612	1B-H	1/1	0.148878%	\$583.78	\$7,005.36
613	P	0/1	0.072137%	\$282.86	\$3,394.32
614	2B-E	2/2	0.216154%	\$847.58	\$10,170.96
615	P	0/1	0.072137%	\$282.86	\$3,394.32

Estimated Maintenance Fees

All
(751 Residential units)

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
616	1B-A8	1/1	0.130460%	\$511.56	\$6,138.72
617	P	0/1	0.072137%	\$282.86	\$3,394.32
619	P	0/1	0.072137%	\$282.86	\$3,394.32
621	P	0/1	0.072137%	\$282.86	\$3,394.32
623	P	0/1	0.072137%	\$282.86	\$3,394.32
625	P	0/1	0.072137%	\$282.86	\$3,394.32
627	P	0/1	0.072137%	\$282.86	\$3,394.32
629	P	0/1	0.072137%	\$282.86	\$3,394.32
631	1B-P	1/1	0.114600%	\$449.37	\$5,392.44
700	1B-G	1/1	0.149133%	\$584.78	\$7,017.36
701	P	0/1	0.072137%	\$282.86	\$3,394.32
702	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
703	P	0/1	0.072137%	\$282.86	\$3,394.32
704	1B-E	1/1	0.145552%	\$570.74	\$6,848.88
705	P	0/1	0.072137%	\$282.86	\$3,394.32
706	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
707	P	0/1	0.072137%	\$282.86	\$3,394.32
708	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
709	P	0/1	0.072137%	\$282.86	\$3,394.32
710	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
711	P	0/1	0.072137%	\$282.86	\$3,394.32
712	1B-H	1/1	0.148878%	\$583.78	\$7,005.36
713	P	0/1	0.072137%	\$282.86	\$3,394.32
714	2B-E	2/2	0.216154%	\$847.58	\$10,170.96
715	P	0/1	0.072137%	\$282.86	\$3,394.32
716	1B-A8	1/1	0.130460%	\$511.56	\$6,138.72
717	P	0/1	0.072137%	\$282.86	\$3,394.32
719	P	0/1	0.072137%	\$282.86	\$3,394.32
721	P	0/1	0.072137%	\$282.86	\$3,394.32
723	P	0/1	0.072137%	\$282.86	\$3,394.32
725	P	0/1	0.072137%	\$282.86	\$3,394.32
727	P	0/1	0.072137%	\$282.86	\$3,394.32
729	P	0/1	0.072137%	\$282.86	\$3,394.32
731	1B-P	1/1	0.114600%	\$449.37	\$5,392.44
800	2B-A	2/1	0.179574%	\$704.15	\$8,449.80
802	2B-C	2/2	0.210271%	\$824.51	\$9,894.12
804	1B-E	1/1	0.145552%	\$570.74	\$6,848.88
806	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
808	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
810	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
812	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
814	2B-E	2/2	0.214363%	\$840.56	\$10,086.72
816	1B-A8	1/1	0.130460%	\$511.56	\$6,138.72
900	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
901	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
902	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
903	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
904	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
905	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
906	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
907	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
908	2B-B	2/1	0.201317%	\$789.40	\$9,472.80
909	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
911	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
912	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
913	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
914	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
915	2B-D	2/2	0.211805%	\$830.53	\$9,966.36

Estimated Maintenance Fees

A'ali
(751 Residential units)

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
916	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
917	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
1000	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
1001	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
1002	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
1003	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
1004	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
1005	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
1006	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
1007	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
1008	2B-B	2/1	0.201317%	\$789.40	\$9,472.80
1009	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
1011	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
1012	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
1013	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
1014	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
1015	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
1016	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
1017	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
1100	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
1101	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
1102	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
1103	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
1104	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
1105	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
1106	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
1107	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
1108	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
1109	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
1110	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
1111	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
1112	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
1113	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
1114	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
1115	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
1116	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
1117	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
1200	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
1201	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
1202	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
1203	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
1204	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
1205	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
1206	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
1207	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
1208	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
1209	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
1210	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
1211	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
1212	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
1213	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
1214	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
1215	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
1216	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
1217	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
1300	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
1301	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
1302	2B-C	2/2	0.210526%	\$825.51	\$9,906.12

Estimated Maintenance Fees

A'alil
(751 Residential units)

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
1303	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
1304	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
1305	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
1306	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
1307	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
1308	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
1309	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
1310	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
1311	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
1312	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
1313	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
1314	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
1315	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
1316	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
1317	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
1400	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
1401	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
1402	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
1403	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
1404	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
1405	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
1406	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
1407	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
1408	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
1409	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
1410	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
1411	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
1412	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
1413	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
1414	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
1415	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
1416	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
1417	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
1500	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
1501	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
1502	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
1503	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
1504	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
1505	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
1506	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
1507	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
1508	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
1509	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
1510	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
1511	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
1512	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
1513	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
1514	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
1515	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
1516	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
1517	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
1600	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
1601	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
1602	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
1603	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
1604	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
1605	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
1606	0B-D	0/1	0.093880%	\$368.12	\$4,417.44

Estimated Maintenance Fees

A ali
(751 Residential units)

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
1607	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
1608	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
1609	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
1610	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
1611	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
1612	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
1613	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
1614	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
1615	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
1616	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
1617	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
1700	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
1701	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
1702	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
1703	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
1704	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
1705	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
1706	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
1707	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
1708	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
1709	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
1710	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
1711	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
1712	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
1713	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
1714	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
1715	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
1716	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
1717	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
1800	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
1801	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
1802	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
1803	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
1804	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
1805	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
1806	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
1807	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
1808	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
1809	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
1810	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
1811	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
1812	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
1813	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
1814	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
1815	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
1816	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
1817	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
1900	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
1901	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
1902	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
1903	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
1904	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
1905	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
1906	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
1907	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
1908	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
1909	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
1910	0B-E	0/1	0.096950%	\$380.16	\$4,561.92

Estimated Maintenance Fees

A-111
(751 Residential units)

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
1911	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
1912	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
1913	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
1914	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
1915	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
1916	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
1917	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
2000	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
2001	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
2002	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
2003	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
2004	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
2005	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
2006	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
2007	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
2008	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
2009	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
2010	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
2011	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
2012	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
2013	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
2014	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
2015	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
2016	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
2017	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
2100	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
2101	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
2102	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
2103	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
2104	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
2105	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
2106	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
2107	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
2108	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
2109	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
2110	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
2111	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
2112	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
2113	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
2114	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
2115	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
2116	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
2117	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
2200	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
2201	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
2202	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
2203	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
2204	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
2205	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
2206	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
2207	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
2208	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
2209	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
2210	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
2211	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
2212	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
2213	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
2214	2B-E	2/2	0.215387%	\$844.58	\$10,134.96

Estimated Maintenance Fees

A'ali
(751 Residential units)

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
2215	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
2216	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
2217	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
2300	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
2301	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
2302	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
2303	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
2304	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
2305	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
2306	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
2307	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
2308	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
2309	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
2310	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
2311	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
2312	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
2313	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
2314	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
2315	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
2316	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
2317	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
2400	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
2401	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
2402	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
2403	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
2404	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
2405	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
2406	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
2407	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
2408	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
2409	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
2410	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
2411	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
2412	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
2413	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
2414	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
2415	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
2416	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
2417	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
2500	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
2501	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
2502	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
2503	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
2504	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
2505	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
2506	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
2507	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
2508	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
2509	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
2510	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
2511	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
2512	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
2513	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
2514	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
2515	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
2516	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
2517	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
2600	1B-G	1/1	0.142994%	\$560.71	\$6,728.52

Estimated Maintenance Fees

A'ali'
(751 Residential units)

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
2601	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
2602	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
2603	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
2604	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
2605	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
2606	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
2607	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
2608	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
2609	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
2610	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
2611	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
2612	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
2613	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
2614	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
2615	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
2616	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
2617	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
2700	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
2701	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
2702	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
2703	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
2704	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
2705	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
2706	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
2707	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
2708	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
2709	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
2710	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
2711	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
2712	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
2713	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
2714	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
2715	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
2716	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
2717	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
2800	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
2801	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
2802	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
2803	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
2804	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
2805	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
2806	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
2807	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
2808	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
2809	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
2810	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
2811	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
2812	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
2813	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
2814	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
2815	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
2816	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
2817	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
2900	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
2901	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
2902	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
2903	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
2904	1B-E	1/1	0.147087%	\$576.76	\$6,921.12

Estimated Maintenance Fees

A all
(751 Residential units)

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
2905	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
2906	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
2907	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
2908	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
2909	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
2910	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
2911	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
2912	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
2913	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
2914	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
2915	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
2916	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
2917	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
3000	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
3001	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
3002	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
3003	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
3004	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
3005	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
3006	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
3007	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
3008	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
3009	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
3010	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
3011	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
3012	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
3013	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
3014	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
3015	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
3016	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
3017	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
3100	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
3101	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
3102	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
3103	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
3104	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
3105	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
3106	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
3107	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
3108	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
3109	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
3110	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
3111	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
3112	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
3113	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
3114	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
3115	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
3116	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
3117	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
3200	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
3201	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
3202	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
3203	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
3204	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
3205	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
3206	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
3207	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
3208	0B-C	0/1	0.093112%	\$365.11	\$4,381.32

Estimated Maintenance Fees

A'ali
(751 Residential units)

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
3209	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
3210	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
3211	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
3212	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
3213	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
3214	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
3215	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
3216	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
3217	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
3300	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
3301	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
3302	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
3303	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
3304	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
3305	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
3306	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
3307	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
3308	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
3309	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
3310	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
3311	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
3312	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
3313	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
3314	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
3315	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
3316	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
3317	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
3400	1B-G	1/1	0.142227%	\$560.71	\$6,728.52
3401	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
3402	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
3403	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
3404	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
3405	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
3406	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
3407	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
3408	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
3409	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
3410	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
3411	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
3412	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
3413	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
3414	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
3415	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
3416	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
3417	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
3500	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
3501	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
3502	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
3503	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
3504	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
3505	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
3506	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
3507	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
3508	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
3509	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
3510	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
3511	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
3512	1B-H	1/1	0.150412%	\$589.80	\$7,077.60

Estimated Maintenance Fees

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(751 Residential units)

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
3513	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
3514	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
3515	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
3516	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
3517	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
3600	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
3601	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
3602	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
3603	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
3604	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
3605	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
3606	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
3607	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
3608	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
3609	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
3610	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
3611	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
3612	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
3613	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
3614	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
3615	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
3616	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
3617	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
3700	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
3701	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
3702	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
3703	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
3704	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
3705	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
3706	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
3707	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
3708	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
3709	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
3710	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
3711	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
3712	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
3713	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
3714	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
3715	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
3716	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
3717	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
3800	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
3801	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
3802	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
3803	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
3804	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
3805	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
3806	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
3807	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
3808	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
3809	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
3810	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
3811	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
3812	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
3813	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
3814	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
3815	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
3816	0B-A	0/1	0.088764%	\$348.06	\$4,176.72

Estimated Maintenance Fees

A'ali
(751 Residential units)

Residential Unit No.	Residential Unit Type	Bed/Bath	Residential Common Interest	Residential Monthly Maintenance Fee	Residential Annual Fee
3817	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
3900	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
3901	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
3902	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
3903	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
3904	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
3905	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
3906	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
3907	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
3908	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
3909	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
3910	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
3911	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
3912	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
3913	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
3914	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
3915	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
3916	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
3917	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
4000	1B-G	1/1	0.142994%	\$560.71	\$6,728.52
4001	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
4002	2B-C	2/2	0.211294%	\$828.53	\$9,942.36
4003	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
4004	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
4005	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
4006	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
4007	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
4008	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
4009	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
4010	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
4011	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
4012	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
4013	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
4014	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
4015	2B-D	2/2	0.211805%	\$830.53	\$9,966.36
4016	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
4017	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
4100	1B-G	1/1	0.142227%	\$557.70	\$6,692.40
4101	2B-F	2/2	0.216410%	\$848.59	\$10,183.08
4102	2B-C	2/2	0.210526%	\$825.51	\$9,906.12
4103	1B-C	1/1	0.120995%	\$474.45	\$5,693.40
4104	1B-E	1/1	0.147087%	\$576.76	\$6,921.12
4105	1B-D	1/1	0.126111%	\$494.51	\$5,934.12
4106	0B-D	0/1	0.093880%	\$368.12	\$4,417.44
4107	1B-A	1/1	0.110251%	\$432.32	\$5,187.84
4108	0B-C	0/1	0.093112%	\$365.11	\$4,381.32
4109	0B-B	0/1	0.092857%	\$364.11	\$4,369.32
4110	0B-E	0/1	0.096950%	\$380.16	\$4,561.92
4111	1B-B	1/1	0.119716%	\$469.43	\$5,633.16
4112	1B-H	1/1	0.150412%	\$589.80	\$7,077.60
4113	1B-I	1/1	0.159621%	\$625.91	\$7,510.92
4114	2B-E	2/2	0.215387%	\$844.58	\$10,134.96
4115	2B-D	2/2	0.211799%	\$830.09	\$9,961.08
4116	0B-A	0/1	0.088764%	\$348.06	\$4,176.72
4117	1B-F	1/1	0.141715%	\$555.69	\$6,668.28
Residential Total			100.000000%	\$392,119.95	\$4,705,439.40

Estimated Maintenance Fees

A'ali i
(1 commercial unit)

Commercial Unit Number	Commercial Unit Type	Commercial Common Interest	Commercial Monthly Maintenance Fee	Commercial Annual Fee
Commercial Unit C-100	Commercial	100%	\$6,704.35	\$80,452.20
Commercial Total		100%	\$6,704.35	\$80,452.20

EXHIBIT "I"

SUMMARY OF PURCHASE AGREEMENT & DEPOSIT RECEIPT

Capitalized terms have the same meanings ascribed to such terms in the Purchase Agreement & Deposit Receipt ("**Purchase Agreement**").

The specimen Purchase Agreement provides for, among other things, a description of the Unit to be sold, the purchase price, the closing costs, the time, manner and place of payment, the Purchaser's obligations regarding financing, the Seller's warranties and disclaimers regarding the Condominium Map and the Project, and the remedies of the Seller and of the Purchaser in the event of a default under the Purchase Agreement.

Among other provisions, the specimen Purchase Agreement provides:

1. Prior to execution of the Purchase Agreement, Purchaser shall receive: (i) a true copy of the Public Report with an effective date issued by the Real Estate Commission for the Project, either personally or by registered or certified mail with return receipt requested, the recorded Declaration, recorded Bylaws, House Rules and Condominium Map, or provided written notice to examine the map, and (ii) the Notice of Right to Cancel advising Purchaser of Purchaser's right to cancel the Purchase Agreement, the delivery of which is required by Hawaii Revised Statutes, Section 514B-86. Purchaser shall also have been given an opportunity to read said report(s).
2. Purchaser may cancel the Purchase Agreement within thirty (30) days of Purchaser's receipt of the Public Report and Notice of Right to Cancel ("**Rescission Period**"). It is understood that Purchaser may, at any time after Purchaser's receipt of the Notice of Right to Cancel and the documents described in 1. above and of Purchaser's execution of the Purchase Agreement, waive Purchaser's right to cancel the Purchase Agreement. If Purchaser fails to execute the Notice of Right to Cancel within thirty (30) days of Purchaser's receipt of the Public Report, Purchaser shall be deemed to have waived Purchaser's right to cancel the Purchase Agreement (by Purchaser's failure to give said written notice of cancellation). The conveyance of the Unit to the Purchaser within the thirty (30)-day period referenced above shall also be treated as a waiver by Purchaser of Purchaser's right to cancel the Purchase Agreement.
3. Seller shall complete construction of the Unit to permit normal occupancy of the Unit within five (5) years from the date Purchaser signs a binding contract ("**Completion Deadline**"). If the Project is not completed by the Completion Deadline, subject to causes of *force majeure*, Purchaser may cancel his or her Purchase Agreement at any time thereafter and Purchaser shall be entitled to a prompt refund of all monies paid, plus any interest earned thereon, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00.
4. The Seller has entered into an Escrow Agreement, summarized in Exhibit "J" herein, with Title Guaranty Escrow Services, Inc. ("**Escrow**"), covering the deposit with Escrow of all funds paid by the Purchaser under the Purchase Agreement and the disbursement of the funds by Escrow. Escrow may charge a cancellation fee on account of escrow services performed not to exceed \$250.00.
5. The Purchase Agreement requires the Purchaser to pay the Total Purchase Price by a series of payments prior to Closing, including an initial payment when Purchaser signs the Purchase Agreement, a second deposit and a third deposit. Purchaser shall then deposit the remaining balance due on the Date of Pre-Closing or four (4) business days prior to the scheduled Closing Date, subject to loan requirements set forth in the Purchase

Agreement. Seller may also assess a late fee up to 12% per annum.

6. Before expiration of the Rescission Period, Purchaser must submit to Seller Financial Data in the form and content acceptable to Seller (in Seller's sole discretion) pursuant to Section E.6 of the Purchase Agreement.

7. If Purchaser is obtaining mortgage financing, Purchaser represents and understands that Purchaser is solely responsible for securing such financing.

PURCHASER'S OBLIGATIONS UNDER THE PURCHASE AGREEMENT ARE NOT CONTINGENT OR CONDITIONED ON PURCHASER'S ABILITY TO SECURE FINANCING FROM A MORTGAGE LENDER OR ON PURCHASER'S ABILITY TO SELL PURCHASER'S CURRENT RESIDENCE OR ANY OTHER PROPERTY OR ASSETS. The sale and purchase of the Unit is not contingent upon Purchaser's ability to retain the interest rate quoted at the time of approval of Purchaser's Financial Data and Purchaser will be required to pay the interest charged by Purchaser's lender at the Close of Escrow. No financing by Seller of any portion of the Purchase Price is available.

8. The Purchase Agreement provides that Purchaser may earn interest on Purchaser's deposits, pursuant to the requirements and limitations as set forth in the Purchase Agreement.

9. The Purchase Agreement provides that Purchaser will pay a non-refundable, non-transferable "start-up" fee for the Association of Unit Owners in an amount of two (2) month's estimated maintenance fees for the Unit; plus, one (1) month's estimated maintenance fees for the Unit as an advance payment for the initial month's maintenance fees payable by a Unit Owner. These start-up fees are one-time assessments at Closing and are not advance payments of common expenses or assessments and shall be in addition to the normal monthly assessments. In addition, Purchaser is responsible for all closing costs in connection with the sale, including, without limitation, the escrow fee, cost of a preliminary title report, cost of preparation of the Unit Deed, cost of establishing separate escrow account(s), real property tax prorations and other customary prorations, all acknowledgment fees, conveyance and transfer taxes of all types, title insurance, if requested by Purchaser, cost of any lender's title insurance, appraisal fees, costs for drafting of any notes and mortgages, all recording costs or fees, the cost of drafting any revisions or addenda to the Purchase Agreement, loan fees, credit report costs and all other applicable mortgage costs, provided that it is understood that this sale is not subject to or conditioned upon Purchaser obtaining a loan.

10. Regardless of the status of construction of the Project and in order to accommodate a bulk closing or series of bulk closings of the Units by Seller, Seller intends to pre-close a bulk number of units from time to time, upon not less than thirty (30) calendar days' prior written notice to Purchaser (the "*Seller's Pre-Closing Notice*"). Seller's Pre-Closing Notice may establish a schedule with differing dates for certain requirements for the pre-closing to be met by Purchaser. Purchaser shall execute all necessary documents for such pre-closing, including irrevocable escrow instructions, and deposit the same with Escrow no later than the date specified in Seller's Pre-Closing Notice, and Purchaser further agrees to pay into Escrow all sums due from Purchaser at closing, excluding only any loan proceeds, if applicable, upon the date specified in Seller's Pre-Closing Notice.

11. Purchaser or Purchaser's agent shall inspect the Unit on a date and at a time specified by Seller in a written notice to Buyer. Upon completion of such inspection, Purchaser agrees to sign or to cause its agent to sign an inspection checklist to be furnished by Seller or the contractor which shall list all defects or damages to the Unit, if any. If Purchaser fails to inspect (or permit inspection of) Purchaser's Unit on the date and time specified by Seller or other warrantors, then Purchaser acknowledges that such conduct will constitute a waiver of Purchaser's

inspection rights under the Purchaser Agreement. Purchaser agrees to accept possession of the Unit despite the existence of defects or damages to the Unit, including appliances, which do not render the Unit uninhabitable. Seller will cooperate with and assist Purchaser in having legitimately listed defects or damage corrected or repaired within a reasonable time thereafter.

12. Purchaser authorizes Seller to make, and Purchaser specifically approves, the following changes to the Project Documents and the Project after the Effective Date:

A. Any change as may be required by law, any title insurance company, lender, or governmental agency; provided, however, that such change shall not constitute a change in the Project which directly, substantially and adversely affects the use or value of the Unit or the Limited Common Elements appurtenant thereto or the amenities of the Project available for Purchaser's use; and is not made pursuant to a right reserved to Seller under the Declaration ("**Material Change**"), or increase the Total Purchase Price.

B. Any non-Material Changes which the Seller or the Project Architect, in their sole and absolute discretion, deem appropriate, to the Common Elements, including, without limitation, the roadways, parking areas, and landscaping or any changes for reasons related to financial feasibility, efficiency, or aesthetics; furthermore, the Project Architect may increase or decrease the thickness of any foundation, wall, column or floor slab, or make other changes to Seller's Plans and Specifications (as defined and discussed further in Section E.27 of the Purchase Agreement), which could result in the dimensions of Purchaser's Unit or any appurtenant Limited Common Element thus affected becoming smaller or larger, or resulting in a building height or elevation different from that shown on the Condominium Map or stated in the Declaration or the Public Report; provided that the variance in the net living area of the Unit shall not exceed two percent (2%) of the net living area represented in the Project Documents. Further, the Project Architect may make changes necessary to correct any design errors or shortcomings.

C. Any Material Change made while Purchaser is under a binding Purchase Agreement; provided that applicable rescission rights shall be given to Purchaser in accordance with Section 514B-87 of the Hawaii Revised Statutes, as amended, as further described in Section E.30 of the Purchase Agreement.

D. Any changes made pursuant to the rights reserved by Seller as Developer under the Declaration, as more fully explained in Section E.15.c. of the Purchase Agreement.

13. The Purchase Agreement 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 Purchase Agreement, the Purchaser agrees to waive, relinquish and subordinate the priority or superiority of any lien or other legal or equitable interest arising under the Purchase Agreement in favor of the lien or charge on the Project of the security interests of the Lender, including but not limited to any lien, mortgage or charge securing a loan made to finance the acquisition of the land and the costs of construction (if applicable) and any and all advances therefore until the filing of the Unit Deed.

14. The Purchase Agreement generally provides that it may not be assigned by Purchaser. See Section E.34 of the Purchase Agreement for definition of what constitutes an "assignment." Any assignment of the Purchase Agreement is void and of no legal effect. Notwithstanding the foregoing, Purchaser may assign its rights under the Purchase Agreement to affiliated entities for estate planning purposes without the consent of Seller, provided that any such assignment shall not release Purchaser from its obligations under the Purchase Agreement. In the event that Purchaser decides to make such an assignment for estate planning purposes, Purchaser shall provide written

notice thereof to Seller at least fifteen (15) calendar days prior to the Closing Date, as defined in the Purchase Agreement, and shall provide to Seller copies of such documents as Seller, in its sole and absolute discretion, deems necessary to complete Closing.

15. SELLER MAY IN THE FUTURE FILE A PUBLIC REPORT AMENDMENT FOR AUTHORIZATION FOR THE USE OF PURCHASER'S DEPOSIT IN ESCROW FOR THE CONSTRUCTION OF THE PROJECT AND FOR OTHER EXPENSES OF THE PROJECT, AS SET FORTH IN THE ESCROW AGREEMENT AND IN ACCORDANCE WITH HAWAII STATUTORY REQUIREMENTS PERTAINING TO THE USE OF PURCHASERS' FUNDS PRIOR TO CLOSING.

16. Section E.37 of the Purchase Agreement provides the following Dispute Notification and Resolution Procedures:

NOTICE TO PURCHASER:

The following provisions apply to the resolution of Disputes (as defined below):

a. PURPOSE AND EXCLUSIVITY. THE PURPOSE OF THESE DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES (THE "**PROCEDURES**") IS TO PROVIDE SELLER (AS DEFINED IN THE PURCHASE AGREEMENT) AND ITS MANAGERS, MEMBERS, OFFICERS, AGENTS, EMPLOYEES, BROKERS, OTHER REPRESENTATIVES, AND PURCHASER OR OTHER OWNER OF AN INTEREST IN THE UNIT AND ANY PERSONS CLAIMING THEREUNDER (COLLECTIVELY, FOR PURPOSES OF SECTION E.36 of the Purchase Agreement and this "Notice to Purchaser", THE "**PARTIES**") WITH A MECHANISM TO RESOLVE DISPUTES THAT ARISE IN CONNECTION WITH THE PURCHASE AGREEMENT. THE PARTIES AGREE THAT THESE PROCEDURES SHALL BE THE METHOD EMPLOYED TO RESOLVE ALL DISPUTES.

i. DEFINITION. A "**DISPUTE**" MEANS AND INCLUDES ANY AND ALL ACTIONS, CLAIMS OR DISPUTES BETWEEN OR AMONG THE PARTIES WITH RESPECT TO, ARISING OUT OF, OR RELATING TO THE PURCHASE AGREEMENT, WHERE THE TOTAL AMOUNT IN CONTROVERSY (INCLUDING ALL CLAIMS AND COUNTERCLAIMS) IS GREATER THAN THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00). A DISPUTE SHALL NOT INCLUDE CONSTRUCTION DEFECTS COVERED UNDER THE CONTRACTOR REPAIR ACT, CHAPTER 672E OF THE HAWAII REVISED STATUTES (THE "**CONTRACTOR REPAIR ACT**").

ii. PRE-CLOSING DISPUTE. NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY AND SUBJECT TO SECTIONS E.36 AND E.37 OF THE PURCHASE AGREEMENT, ANY DISPUTE SOLELY BETWEEN SELLER AND PURCHASER ARISING OUT OF OR INCIDENT TO THE PURCHASE AGREEMENT MAY BE PURSUED IN A COURT OF COMPETENT JURISDICTION IN HONOLULU, HAWAII, WITHOUT THE OBLIGATION OF DISCUSSION OR MEDIATION, PROVIDED THAT SUCH CLAIM IS FILED PRIOR TO THE SCHEDULED CLOSING DATE HEREIN.

iii. DISCUSSION. ANY PERSON WITH A DISPUTE SHALL NOTIFY THE PARTY TO WHOM THE DISPUTE IS DIRECTED IN WRITING OF THE DISPUTE, WHICH WRITING SHALL DESCRIBE THE NATURE OF THE DISPUTE AND ANY PROPOSED REMEDY (THE "**DISPUTE NOTICE**"). WITHIN A REASONABLE PERIOD AFTER RECEIPT OF THE DISPUTE NOTICE, WHICH PERIOD SHALL NOT EXCEED TWENTY-ONE CALENDAR (21) DAYS, THE PARTIES TO THE DISPUTE,

REPRESENTED BY INDIVIDUALS WITH DECISION MAKING AUTHORITY, SHALL MEET AT A MUTUALLY ACCEPTABLE LOCATION WITHIN OR NEAR THE PROJECT TO DISCUSS THE DISPUTE. THE PARTIES TO THE DISPUTE SHALL NEGOTIATE IN GOOD FAITH IN AN EFFORT TO RESOLVE THE DISPUTE.

iv. MEDIATION. IF THE PARTIES CANNOT RESOLVE SUCH DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN SECTION E.37.a.iii OF THE PURCHASE AGREEMENT WITHIN THIRTY (30) CALENDAR DAYS AFTER THE COMMENCEMENT OF DISCUSSIONS, THE MATTER SHALL BE SUBMITTED TO MEDIATION BY AND PURSUANT TO THE PROCEDURES ADOPTED BY DISPUTE PREVENTION AND RESOLUTION, INC. ("DPR") IN HONOLULU, HAWAII, OR ANY SUCCESSOR ENTITY THERETO, OR TO ANY OTHER ENTITY OFFERING MEDIATION SERVICES THAT IS ACCEPTABLE TO THE PARTIES.

(a) PARTIES PERMITTED AT SESSIONS. PERSONS OTHER THAN THE PARTIES, THEIR AUTHORIZED REPRESENTATIVES, AND THE MEDIATOR MAY ATTEND THE MEDIATION SESSIONS ONLY WITH THE CONSENT OF THE MEDIATOR; PROVIDED, HOWEVER, SUCH PERMISSION AND CONSENT SHALL NOT BE REQUIRED TO ALLOW PARTICIPATION OF SUCH PARTIES' LIABILITY INSURERS IN THE MEDIATION TO THE EXTENT REQUIRED UNDER SUCH PARTIES' LIABILITY INSURANCE POLICY.

(b) RECORD. THERE SHALL BE NO STENOGRAPHIC RECORD OF THE MEDIATION PROCESS.

(c) EXPENSES. THE EXPENSES OF WITNESSES SHALL BE PAID BY THE PARTY PRODUCING SUCH WITNESSES. ALL OTHER EXPENSES OF THE MEDIATION INCLUDING, BUT NOT LIMITED TO, THE FEES AND COSTS CHARGED BY THE MEDIATOR AND THE EXPENSES OF ANY WITNESSES OR THE COST OF ANY PROOF OR EXPERT ADVICE PRODUCED AT THE DIRECT REQUEST OF THE MEDIATOR, SHALL BE BORNE EQUALLY BY THE PARTIES TO THE MEDIATION UNLESS THEY AGREE OTHERWISE. EACH PARTY TO THE MEDIATION SHALL BEAR ITS OWN ATTORNEYS' FEES AND COSTS IN CONNECTION WITH SUCH MEDIATION.

(d) NO JUDICIAL INTERVENTION. IF A PARTY INSTITUTES LITIGATION PRIOR TO OBSERVING THE PROCEDURES SET FORTH IN SECTIONS E.37.a.iii AND E.37.a.iv ("PROHIBITED LITIGATION") OF THE PURCHASE AGREEMENT, SUCH PARTY SHALL BE RESPONSIBLE FOR ALL REASONABLE EXPENSES AND FEES (INCLUDING ATTORNEYS' FEES) INCURRED BY THE OTHER PARTY IN OBTAINING A STAY OR DISMISSAL OF THE PROHIBITED LITIGATION.

(e) CONFIDENTIALITY. ALL NEGOTIATIONS, MEDIATION PROCEEDINGS, AND ANY DISCOVERY CONDUCTED PURSUANT TO THESE PROCEDURES ARE CONFIDENTIAL. ALL PROCEEDINGS CONDUCTED PURSUANT TO THESE PROCEDURES SHALL BE TREATED FOR ALL PURPOSES AS COMPROMISE AND SETTLEMENT NEGOTIATIONS WITHIN THE MEANING OF RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND RULE 408 OF THE HAWAII RULES OF EVIDENCE.

v. FURTHER RESOLUTION. IF THE PARTIES ARE UNABLE RESOLVE A DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN SECTIONS E.37.a.iii AND E.37.a.iv OF THE PURCHASE AGREEMENT EACH PARTY SHALL HAVE THE RIGHT TO PURSUE THE RIGHTS AND REMEDIES AVAILABLE TO SUCH PARTY AT LAW OR IN EQUITY. IF A DISPUTE PROCEEDS IN COURT, SUCH ACTION SHALL BE BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN HONOLULU, HAWAII. THE PARTIES HEREBY AGREE THAT THE COURT SHALL APPLY HAWAII SUBSTANTIVE LAW AND APPLICABLE STATUTES OF LIMITATIONS AND WILL HONOR CLAWS OF PRIVILEGE RECOGNIZED BY LAW.

vi. STATUTES OF LIMITATION. THE APPLICABLE STATUTE OF LIMITATIONS SHALL NOT BE TOLLED BY ANYTHING CONTAINED IN THESE PROCEDURES. NOTWITHSTANDING THE PROHIBITION ON LITIGATION, A PARTY MAY COMMENCE AN ACTION SOLELY FOR THE PURPOSE OF TOLLING THE STATUTES OF LIMITATION, PROVIDED SUCH PARTY IMMEDIATELY STAYS THE ACTION TO RESOLVE THE DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN SECTIONS E.37.a.iii AND E.37.a.iv OF THE PURCHASE AGREEMENT.

vii. SURVIVAL: SUCCESSORS AND ASSIGNS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SECTION SHALL SURVIVE THE CONVEYANCE OF THE UNIT PURSUANT TO THE PURCHASE AGREEMENT AND THE TERMINATION OR EXPIRATION OF THE PURCHASE AGREEMENT. THESE PROCEDURES, AND THE RIGHTS, DUTIES, AND OBLIGATIONS OF THE PARTIES, SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS.

viii. THIRD-PARTY BENEFICIARY. IT IS THE INTENT OF SELLER AND PURCHASER THAT THE CONTRACTORS, SUBCONTRACTORS, DESIGN PROFESSIONALS, ENGINEERS AND SUPPLIERS WHO PROVIDED LABOR, SERVICES, OR MATERIALS TO THE PROJECT, AND SELLER'S AGENTS AND ATTORNEYS, SHALL BE THIRD-PARTY BENEFICIARIES UNDER THIS SECTION, AND SHALL BE ENTITLED TO ENFORCE THE PROVISIONS OF THIS SECTION.

END OF NOTICE TO PURCHASER

NOTE: The specimen Purchase Agreement included in this Developer's Public Report is for Market Units only. Developer has submitted to the Real Estate Commission a specimen Purchase Agreement and Deposit Receipt for the one hundred fifty (150) Reserved Housing Units, which contains restrictions on the use, transfer and sale of such Unit.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS OR DISCLOSURES CONTAINED IN THE PURCHASE AGREEMENT. THE PURCHASE AGREEMENT CONTAINS OTHER DISCLOSURES ABOUT THE CHANGES THAT MAY BE MADE BY DEVELOPER IN THE PROJECT AND ABOUT OTHER ITEMS AFFECTING ENJOYMENT AND USE OF THE PROJECT. AS SUCH, THIS SUMMARY IS A GENERAL SUMMARY OF SOME OF THE PURCHASER'S RIGHTS AND OBLIGATIONS UNDER THE PURCHASE AGREEMENT. PURCHASER MUST REFER TO THE PURCHASE AGREEMENT TO

DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE PURCHASE AGREEMENT, THE PURCHASE AGREEMENT WILL CONTROL.

END OF EXHIBIT "I"

EXHIBIT "J"

SUMMARY OF ESCROW AGREEMENT

Capitalized terms have the same meanings ascribed to such terms in the Escrow Agreement for the Project dated June 14, 2017 ("*Agreement*"), as amended, which contains the following provisions (which may be modified or otherwise limited by provisions which are not summarized hereinbelow):

A. As and when Seller shall enter into a Purchase Agreement & Deposit Receipt ("*Purchase Agreement*") for the conveyance of a Unit or other interest in the Project, it shall require the payments of deposits due thereunder to be promptly made to Escrow. Seller shall deliver an executed copy of the Purchase Agreement to Escrow together with the name(s) and address(es) of the Purchaser as noted on the Reservation Agreement or Purchase Agreement or otherwise as updated by the Purchaser with Seller as being Purchaser's last known address.

B. Escrow shall receive, deposit and hold in separate escrow accounts and disburse as set forth in the Agreement: (a) all payments received by it under the Purchase Agreement, (b) such sums received by it under the Agreement from or for the account of Seller, and (c) all sums received by it from any other source with respect to the Project. Escrow shall not at any time commingle or permit the commingling of any Purchaser's funds with funds belonging to or held for the benefit of Seller. All funds and instruments received from Purchasers or prospective Purchasers shall be held by Escrow in accordance with the provisions contained in Chapter 514A and/or Chapter 514B of the Hawaii Revised Statutes, as applicable ("*Act*"). All monies received by Escrow shall be deposited, within a reasonable time of the receipt by Escrow and in reasonably convenient and practical sums, in a federally-insured, interest-bearing account at any bank or savings and loan authorized to do business in the State of Hawaii under an escrow arrangement, and shall be held in immediately available funds in accordance with the terms of the Agreement.

C. Any interest earned on funds deposited in escrow under the Purchase Agreement shall accrue as specified in the Purchase Agreement. If the Purchase Agreement does not specify to whom interest is to accrue, any interest earned on funds deposited in escrow under the Purchase Agreement shall accrue to the credit of the Purchaser. Escrow shall not be liable to either Seller or any Purchaser for loss or diminution in funds invested in accordance with instructions given to Escrow. If the Purchaser requests that a separate account be established for the Purchaser, the Purchaser shall furnish to Escrow the Purchaser's social security number or federal identification number and the Purchaser shall pay Escrow a fee of \$50.00 for such separate account.

D. Notwithstanding anything contained in the Agreement to the contrary, Escrow shall make no disbursements of Purchasers' funds or proceeds from the sale of such units (including any payments made on loan commitments from lending institutions), except by way of refunds thereof, until the Commission has issued an effective date for the Public Report for the Project under Chapter 514B of the Act, Seller has provided (a) the effective Public Report, Declaration, Bylaws, House Rules and Condominium Map, to the extent practicable, (b) that the Purchase Agreements have become binding under the provisions of Section 514B-86 of the Act, (c) that there have been no material changes to the Project that would give Purchasers a right to rescind under Section 514B-87 of the Act, and (d) that Seller waives any option reserved in any Purchase Agreement in favor of Seller to cancel the Purchase Agreement, among other requirements in the Agreement.

E. **Purchasers' funds may be used for construction and other allowable expenses as identified**

below prior to closing pursuant to Section 514B-92 of the Act, provided that binding contracts exist under which such funds have been deposited into escrow, and said expenses are approved for payment by Seller and the project lender or an otherwise qualified, financially disinterested person. Section 5 of the Purchase Agreement sets forth the Escrow requirements for such release of funds. If such funds are to be used for construction prior to closing, the funds shall be taken from all Purchasers under binding Purchase Agreement for the building in which said Purchaser's unit is located and shall be disbursed by Escrow upon the submission of bills therefor, and upon direction to do so from Seller from time to time to pay for:

1. Construction costs of the buildings and improvements in proportion to the valuation of the work completed by the contractor in accordance with the contract documents, as certified by a registered architect or engineer;
2. Architectural, engineering, and interior design service fees in proportion to the services performed within each phase of services;
3. The costs of purchasing furnishings and fixtures for the units; and
4. Finance and legal fees, and other incidental expenses of constructing the units or developing the Project.

Any funds remaining shall not be disbursed until construction of the Project has been completed (or until construction of the particular unit being conveyed has been completed, to the extent that Chapter 514B of the Act permits such disbursement) and Escrow receives satisfactory evidence that all mechanics' and materialmen's liens have been cleared (or, to the extent permitted by Chapter 514B, have been dealt with in such a fashion as to avoid non-compliance with Section 514B-45 of the Act), unless sufficient funds have been set aside for any bona-fide dispute.

F. Each Purchaser shall be entitled to a return of his or her funds, without interest, except as provided below, and Escrow shall pay such funds to such Purchaser, promptly after request for return by the Purchaser, if one of the following has occurred:

1. Seller and Purchaser shall have requested Escrow in writing to return to Purchaser the funds of Purchaser held hereunder by Escrow; or
2. Seller shall have notified Escrow of Purchaser's exercise of a Purchaser's right to cancel the Purchase Agreement pursuant to HRS §514B-86 (thirty-day right to cancel) or the federal Property Report; or
3. Seller shall have notified Escrow of Seller's exercise of the option to cancel or rescind the Purchase Agreement pursuant to any right of cancellation or rescission provided therein or otherwise available to Seller; or
4. Purchaser or Seller shall have notified Escrow of Purchaser's exercise of Purchaser's right to cancel the Purchase Agreement pursuant to HRS §514B-89 (failure to complete construction before specified completion deadline); provided that Escrow shall first verify with Seller that Seller has not extended

the completion deadline by reason of force majeure; or

5. Purchaser or Seller shall have notified Escrow of Purchaser's exercise of Purchaser's right to rescind the Purchase Agreement pursuant to HRS §514B-87, by a valid rescission signed by all Purchasers of the affected unit and postmarked no later than midnight of the thirtieth calendar day after the date that the Purchasers received the notice of rescission from Seller, in which case the Purchasers shall be entitled to a prompt and full refund of any moneys paid.

Upon the cancellation or rescission of any Purchase Agreement, as specified above, Escrow shall be entitled to a cancellation fee commensurate with the services rendered by Escrow prior to such cancellation, plus all costs incurred, up to a maximum of \$250.00. Notwithstanding anything in the Agreement or in any Purchase Agreement provided to the contrary, said cancellation fee shall be the sole expense of the Purchaser and shall not in any way be the obligation of Seller, unless the Purchaser rescinds the Purchase Agreement pursuant to HRS §514B-87, whereupon Seller shall pay such fee. Seller further understands and acknowledges that in the event of a rescission by the Purchaser under HRS §514B-87, if Seller required the Purchaser to secure a financing commitment, the Purchaser shall be entitled to reimbursement from Seller (and not from Escrow) of any fees incurred by the Purchaser in securing that financing commitment required by Seller. No refund shall be made to a Purchaser at the Purchaser's request prior to receipt by Seller of written notice from Escrow of Escrow's intent to make such refund.

G. Except as otherwise provided by law, Escrow shall give each Purchaser entitled to a return of his or her funds notice thereof by registered, certified, or regular mail, postage prepaid, addressed to such Purchaser at his or her address shown on the Purchase Agreement or any address later made known to Escrow by such Purchaser. If such Purchaser shall not have claimed such refund, Escrow shall escheat such unclaimed funds pursuant to HRS §523A-3.5. Escrow shall thereupon be released from further liability hereunder with respect to such funds and such Purchaser.

H. Seller shall give notice in writing to Escrow of the occurrence of each event that initiates an obligation of a Purchaser to make a payment to Escrow pursuant to the Purchase Agreement as well as notice of the amount and due date of such payment. If the Purchaser fails to make such payment to Escrow on or before the due date thereof or if the Purchaser fails to perform in any matter that is being handled by Escrow, Escrow shall promptly notify Seller of any such failure on the part of the Purchaser. If Seller subsequently certifies in writing to Escrow that Seller has terminated the Purchase Agreement contract in accordance with the terms thereof and provides to Escrow copies of all such notices of termination and proof of receipt sent to the Purchaser, Escrow shall thereafter treat all funds of the Purchaser paid on account of such Purchaser's Purchase Agreement as funds of Seller and not as funds of the Purchaser. Thereafter, such funds shall be free of the escrow established by this Agreement and shall be held by Escrow for the account of Seller. Upon written request by Seller, Escrow shall pay such funds to Seller, less any escrow cancellation fee. Escrow shall thereupon be released from any further duties or liability hereunder with respect to such funds and such Purchaser.

SELLER AND PURCHASER AGREE TO PAY ESCROW ON DEMAND AND TO INDEMNIFY AND HOLD ESCROW HARMLESS FROM AND AGAINST ALL COSTS, DAMAGES, JUDGMENTS, ATTORNEYS' FEES, EXPENSES, OBLIGATIONS, AND LIABILITIES OF EVERY KIND AND NATURE REASONABLY SUFFERED OR INCURRED IN CONNECTION WITH OR ARISING OUT OF THE DISBURSEMENT OF PURCHASER'S DEPOSITS (EXCEPT THOSE ARISING FROM THE GROSS NEGLIGENCE OR RECKLESS ACTS OR OMISSIONS OF ESCROW). UPON PAYMENT THEREOF, THE PREVAILING PARTY WILL BE SUBROGATED TO ESCROW'S RIGHT TO

JUDGMENT FOR SAID COSTS, DAMAGES, JUDGMENTS, ATTORNEYS' FEES, EXPENSES, OBLIGATIONS, AND LIABILITIES OF EVERY KIND AND NATURE AGAINST THIRD PERSONS.

*** * * * ***

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

END OF EXHIBIT "J"

EXHIBIT "J"

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EXHIBIT "K"

SUMMARY OF HOUSE RULES

Capitalized terms have the same meaning as ascribed to such terms in the House Rules or the Declaration.

1. Unit Owners are ultimately and legally responsible for the conduct of all Occupants and Guests of their Unit(s), and at all times shall ensure that their Occupants' and/or Guests' behavior is neither offensive to any other Occupant or Guest of the building nor damaging to any portion of the Common Elements. All Occupants and Guests shall adhere to the House Rules. No illegal activity shall be conducted on the Premises.
2. Each Occupant shall at all times keep his/her Unit in good order and condition and observe and perform all laws, ordinances, rules, and regulations applicable to the use of the Project and his/her Unit now or hereafter made by any governmental authority or the Board.
3. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of a Unit.
4. Nothing shall be allowed, done, or kept in any Unit or common area that would overload or impair the floors, walls, or roof of the Project, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.
5. No Occupant or Guest shall place, store, or maintain on walkways, roadways, ground, or other common areas any furniture, packages, or objects of any kind or otherwise obstruct transit through such common areas.
6. Except as otherwise specifically provided in these House Rules, eating and drinking is not permitted in any common area of the Project, including, without limitation, the lobbies, hallways, elevators, corridors, stairwells and waiting areas, the Recreational Amenities and Amenity Deck, and the Parking Structure.
7. No recreational activities shall be permitted in any portion of the Project except in those areas expressly designated for such activities.
8. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of the Project or alter or remove any furniture, furnishings, or equipment from the common areas.
9. Keyless access devices are required to enter the building and use the residential elevators. Occupants shall not allow strangers to enter the elevator behind them and shall not allow Guests to take keyless devices for access. Occupants shall accompany Guests at all times.
10. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except that dogs, cats, or other typical household pets ("*pet*"), such as guinea pigs, rabbits, fishes, or birds may be kept by Occupants in their respective Units subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial

purpose.

- (A) Except for fish, no more than two (2) pets shall be allowed per Unit.
 - (B) No pet may exceed sixty (60) pounds in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed sixty (60) pounds in weight, may be kept in the Project.
 - (C) No animal defined as a "pest" under Hawaii Revised Statutes ("*H.R.S.*") §150A-2 or prohibited from importation under H.R.S. §141-2, §150A-5, or §150A-6, may be kept in the Project.
 - (D) Every Occupant keeping a pet or pets shall register each pet with the Resident or Site Manager (if any), who shall maintain a register of all pets kept in the Project.
11. Notwithstanding any provision to the contrary contained in the House Rules, animals specially trained to assist disabled individuals (hereinafter referred to as "service animals") or animals required by a physician in writing necessary for emotional support (hereinafter referred to as "emotional support animals") shall be permitted at the Project subject to the following restrictions:
- (A) Such service animals and emotional support animals shall not be kept, bred, or used at the Project for any commercial purpose;
 - (B) Such service animals and emotional support animals shall be permitted on the Common Elements (including, but not limited to, the Recreational Facilities) provided the animal is on a leash.
12. Any pet or service animal or emotional support animal causing a nuisance or unreasonable disturbance to any Occupant or Guest, or that is involved in contact with any Occupant, Guest, or other pet in which injury occurs, shall be permanently removed from the Project promptly upon notice given by the Board or the Resident or Site Manager (if any); provided, however, that any such notice given with respect to a service animal or emotional support animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other Occupants or Guests. A tenant of an Owner must obtain the written consent of said Owner to keep a pet or pets in the Unit. Notwithstanding such consent, a tenant may keep only those types of pets which may be kept pursuant to these House Rules. Any Occupant who keeps a pet or pets pursuant to these House Rules may, upon the death of the pet, replace the pet with another and continue to do so for as long as the Occupant continues to reside in the Unit or another Unit in the Project subject to these same House Rules. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets, service animals and emotional support animals as the circumstances may require or the Board may deem advisable.
13. Each owner of a pet and the owner of the Unit in which such pet is kept shall indemnify and hold the Association and the Board harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the Unit and the Project.

14. Except when in transit or when using the dog run area, pets (other than service animals and emotional support animals) shall not be allowed on any common area. Any pet (including a service animal or emotional support animal) in transit through the common areas must be carried whenever practicable or on a leash which keeps the pet within three feet (3') of its handler's feet. Pets shall not be allowed to come into contact with persons other than the handlers thereof, or other pets(s), except as permitted by such persons or the Owners of the other pet(s). Pets shall be under the supervision and control of the Occupant at all times. For purposes of this Section, a pet on an unattended leash does not constitute being under the supervision and control of an Occupant.
15. Any damage to the Project caused by a pet shall be the full responsibility of the owner of the pet and the owner of the Unit in which the pet is kept and the costs of repair or replacement shall be specially assessed to such person(s).
16. Owners of dogs, including dogs that are service animals or emotional support animals, shall be assessed a special annual fee of \$50.00 per dog to Common Elements of the Project.
17. No structural changes of any type by an Occupant shall be permitted within the common areas except as permitted by, and in accordance with, the provisions of the Declaration and Bylaws.
18. Except as otherwise provided in the Declaration, Bylaws or the House Rules, no signs, posters, signals, or lettering shall be inscribed or exposed on any part of the Units or Common Elements appurtenant thereto nor shall anything be projected out of any window or door or off any lanai of any Unit, without the prior approval of the Board.
19. No alterations, modification or changes to a Unit shall be made or permitted except as permitted by, and in accordance with, the provisions of the Declaration and Bylaws. In particular any alterations are required to meet the acoustical requirements for flooring in the event that a Unit Owner chooses to replace wood flooring with carpet, stone, tile, or other material. Minimum IIC and STC acoustic standards for the transference of sound through the slab to the Unit below and through the walls to adjacent Units, as required by the Declaration, need to be met and documented.
20. Damage to the buildings or common areas and/or any equipment, appliances, furniture, or fixtures located therein by any Occupant or Guest shall be the responsibility of the Owner who, or whose Occupant or Guest, caused said damage. Such damage shall be reviewed by the Resident or Site Manager (if any) and/or Managing Agent and repaired or replaced at the expense of the responsible Owner.
21. Every Occupant, or Owner if the Occupant is not an Owner, that refuses to comply with the House Rules, shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in enforcing any provisions of the Declaration, Bylaws, or the House Rules against such Occupant or Occupant's Guest.
22. In addition to any other remedy available to the Association by law or equity, a monetary fine, as stated in the House Rules, may be charged against the responsible Unit Owner for each violation of the Declaration, the Bylaws, and/or House Rules. This fine will be deducted from the responsible Unit Owner's maintenance fee payment as stated in the priority of payment schedule.

Fines duly imposed but unpaid shall constitute a lien on the responsible Unit Owner's Unit that may be foreclosed upon in like manner as a lien for unpaid assessments to collect the unpaid amount. The Association also has the right to pursue any action to recover a money judgment for any unpaid fines without foreclosing or waiving the lien.

23. Any person fined and/or cited ("**appellant**") may appeal from the fine and/or citation imposed by the Board, the Managing Agent, or the Resident or Site Manager (if any) as follows:
- (A) Notice of Appeal. By delivering to the Managing Agent, within twenty (20) days after the date of delivery or mailing to the appellant, whichever is first in time, of written notice of such fine and/or citation, a written notice of appellant's appeal and the reason(s) therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. However, the Board may waive or rescind all or part of such fine for good cause at the time of the hearing of such appeal.
 - (B) Time for Hearing Appeal. All appeals shall be heard by the Board either by email, conference call, or at a physical meeting of the Board within ninety (90) days after the notice of appeal has been delivered to the Managing Agent.
 - (C) Procedure. A statement of the facts on which the fine or citation was based shall be furnished to the appellant at least ten (10) business days before the hearing. Each appeal will be handled on a case-by-case basis. If a physical meeting is required or requested by the appellant, the appellant and witnesses on the appellant's behalf, if any, may present appellant's defense and supporting evidence. The Board may ask other persons to attend and present testimony, and the Board may consider all relevant testimony, evidence, and information related to the violation.
 - (D) Disposition of Appeal. The directors of the Board may not act unless a quorum is present. The Board shall vote as to whether the fine, the amount thereof, and/or citation shall be affirmed. If a majority of the directors of the Board present vote in the affirmative, the fine and/or citation shall be upheld and continue in full force and effect. If less than a majority of those directors of the Board present vote in the affirmative, then the fine and/or citation shall thereby be rescinded.
24. To promote the quality of air and the health and safety of residents, **the Project is designated as a smoke-free area. As such, smoking is not permitted anywhere on the premises, including, without limitation, the Units and Limited Common Elements appurtenant thereto and the common areas of the Project, which include, without limitation, any lobbies, hallways, elevators, corridors, stairwells and waiting areas, the Recreational Amenities and Amenity Deck, and the Parking Structure;** provided that, in the event that a designated smoking area is identified for the Project, any and all smoking activities shall be contained within such designated smoking area. Owners shall inform their tenants, guests, invitees and licensees of this smoke-free policy. Any deviation from this smoke-free policy by any Occupant or Guest shall be considered a violation of these House Rules, and such Occupant or Guest shall be subject to the penalties set forth in Section XV herein. If the violator is a Guest of the Occupant, the Occupant shall be held responsible for payment of any fines or related charges not paid by the violator.

Except to the extent expressly proscribed or limited by the Declaration, the Bylaws or the House Rules, the Board,

through a majority vote, reserves the right to make such other rules or to amend the House Rules from time to time by action of the Board as it deems appropriate to promote the safety, care, and cleanliness of the Project and to ensure the comfort and convenience of all Occupants and Guests, so long as such rules are not inconsistent with any applicable laws, ordinances, codes, rules or regulations applicable to the Property and/or its management or operation. During the Developer Control Period, the Developer may amend the House Rules in any manner without the joinder, consent, or approval of any other party.

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THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE HOUSE RULES. THIS SUMMARY IS A GENERAL SUMMARY OF SOME OF THE PROVISIONS IN THE HOUSE RULES AND PURCHASER MUST REFER TO THE HOUSE RULES TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE HOUSE RULES, THE HOUSE RULES WILL CONTROL.

END OF EXHIBIT "K"

EXHIBIT "L"

SUMMARY OF LIMITED WARRANTY UNIT DEED, ENCUMBRANCES AND RESERVATIONS OF RIGHTS WITH POWER OF ATTORNEY

Capitalized terms have the same meanings ascribed to such terms in the Unit Deed.

The specimen Limited Warranty Unit Deed, Encumbrances and Reservations of Rights with Power of Attorney ("**Unit Deed**") contains among others, the following provisions (which may be modified or otherwise limited by provisions which are not summarized hereinbelow):

A. The premises conveyed comprises a Residential Unit and its undivided Common Interest in the 'A'ali'i condominium property regime situate at Kukuluaeo, Honolulu, City and Honolulu of Honolulu, State of Hawaii.

B. Seller is the lawful owner of the fee simple interest in the Residential Unit and the rights to be transferred to the Purchaser; the same are free and clear of and from all encumbrances except as identified in the Unit Deed and except for the lien of real property taxes not yet by law required to be paid; the Seller has good right and title to sell and convey said real property in the manner set forth in the Unit Deed; and the Seller will WARRANT AND DEFEND the same unto the Purchaser forever against the lawful claims and demands of all persons, except as mentioned in the Unit Deed.

C. Purchaser agrees, for the benefit of all other owners of the other Units in the Project, to at all times observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions set forth in the Declaration, the Bylaws, the Master Declaration, and the House Rules, as any of the same exist or may hereafter be amended in accordance with law, and accepts and approves of the Declaration, Bylaws, Master Declaration and House Rules.

D. Purchaser agrees and consents to the exercise by Seller of any of its reserved rights set forth in the Unit Deed and in the Declaration, and Purchaser agrees to sign such documents and do such things as may be required to permit Seller to exercise those reserved rights, including the signing, delivery and filing of all documents which may be necessary. Purchaser appoints Seller as Purchaser's "attorney-in-fact" which means that Seller can act for Purchaser or on Purchaser's behalf, with "full power of substitution," which means that someone else may take Purchaser's place to sign, deliver and file all documents and to do all things on Purchaser's behalf, which grant of authority, being coupled with an interest, means that the Seller has an interest beyond just in the power Purchaser is giving, cannot be revoked by Purchaser for the term of the reserved rights, and will not be affected by Purchaser's disability.

NOTE: The specimen Unit Deed included in this Developer's Public Report is for Market Units only. Developer has submitted to the Real Estate Commission a specimen Unit Deed for the one hundred fifty (150) Reserved Housing Units, which will contain restrictions on the use, transfer and sale of such Units.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE UNIT DEED. THIS SUMMARY IS A GENERAL SUMMARY OF SOME OF THE PROVISIONS IN THE UNIT DEED AND PURCHASER MUST REFER TO THE UNIT DEED TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE UNIT DEED, THE UNIT DEED WILL CONTROL.

END OF EXHIBIT "L"

EXHIBIT "L"

Page 2 of 2

EXHIBIT "M"

SUMMARY OF HCDA PERMITS AND AGREEMENTS

Capitalized terms shall have the meaning ascribed to such term in the Declaration or the Master Declaration and/or Master By-Laws.

The Project is located within the Kaka'ako Community Development District and is subject to the jurisdiction of the Hawaii Community Development Authority ("**HCDA**"). The Project will be developed subject to and in compliance with the terms of various permits and agreements by and/or between the master planned developer, the Developer, or Developer's predecessors in interest, and HCDA (collectively, "**HCDA Agreements**"), including (but not limited to) the following:

A. The development and use of the Project are subject to the terms and provisions of the Nunc Pro Tunc Order re: Hearing Officer's Proposed Findings of Fact, Conclusions of Law, and Decision and Order for a Master Plan Permit, approved by the Hawaii Community Development Authority in File No. PL MASP 13-1-3 on January 14, 2009 ("**Ward MP Permit**"), a memorandum of which was recorded on June 17, 2009 with the Office of the Assistant Registrar of the Land Court State of Hawaii, as Land Court Document No. 3869623 and the Bureau of Conveyances, State of Hawaii, as Document No. 2009-093051. Pursuant to the Ward MP Permit, the development and use of the Project are subject to the terms and provisions of the HCDA's Mauka Area Plan and the HCDA's Mauka Area Rules (Title 15, Subtitle 4, Chapter 22, of the Hawaii Administrative Rules) in effect on January 14, 2009 ("**Mauka Area Rules**"). The Ward MP Permit and Mauka Area Rules have an effective period of fifteen (15) years, which ends on January 14, 2024 unless an extension is obtained.

B. A Master Plan Development Agreement for the Ward Neighborhood Master Plan was executed December 30, 2010, a memorandum of which was recorded on January 7, 2011 with the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Land Court Document No. 4036891 and the Bureau of Conveyances, State of Hawaii, as Document No. 2011-004171 ("**Ward MP Development Agreement**"), which imposes the terms and conditions of the Ward MP Permit on the Land and shall run with the Land and shall bind and constitute notice to all subsequent lessees, grantees, assignees, mortgagees, lienors, and any other persons who shall claim an interest in the Land. HCDA shall have the right to enforce the Ward MP Development Agreement by appropriate action at law or suit in equity against all such persons. The Ward MP Development Agreement confirms the application of the Mauka Area Rules to the Ward MP Permit area and describes generally the timing and process for phasing, reserved housing credits, and public facilities within the master planned community.

C. Declaratory Order Re: Applicability of Condition No. 4 of Nunc Pro Tunc Order Re: Hearing Officer's Proposed Findings of Fact, Conclusions of Law, and Decision and Order for a Master Plan Permit, issued January 14, 2009, issued October 10, 2012 in File No. PL MASP 13-1-3 by HCDA, which confirms and declares that certain amendments required by Condition No. 4 of the Ward MP Permit are inapplicable and no longer required. It also defines zoning for Property.

D. PD Permit KAK 16-075, which authorizes the Project and the reserved housing requirement and burial conditions, subject to the terms and conditions contained therein.

E. Joint Development Agreement dated May 8, 2015, recorded on May 11, 2015 with said Bureau as Document No. A-56090748, which requires that the Land be developed in accordance with the Ward MP Permit, said Joint Development Agreement, all applicable development permit approvals, and any amendments thereto, and all applicable vested zoning regulations, such that the land subject to said Joint Development Agreement, including, without limitation, the Land, constitutes one "development lot" under HCDA's Mauka Area Rules.

F. The Project may also subject to the HCDA's District-Wide Improvement District Assessment Program and may be assessed for the cost of improvements made in the vicinity of the Project. If any such assessments are made, the Owners shall be responsible for and shall pay their respective prorated share of any such Improvement District Assessment as part of such Owners' share of the Master Assessments.

There may be other agreements and permits with HCDA that are required in order to complete the master planned community and the Project, which may not be mentioned or described herein. The Developer has the reserved right, without the consent or joinder of any other person or entity, to negotiate, sign and record (if appropriate) any permits, agreements or instruments (including but not limited to amendments of the Declaration, the Bylaws, or the Condominium Map) and to enter into such permits, agreements or instruments and do all things that may be reasonably necessary to obtain such further permits, agreements or instruments, or any amendments thereto, as may be required by the HCDA, the Ward MP Permit, the Ward MP Development Agreement, any other agreements or instruments or permits, the Mauka Area Rules and comply with all applicable permits, laws, rules, ordinances and other governmental requirements that pertain to the Project or the master planned community development.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE LIST OR EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE HCDA PERMITS AND AGREEMENTS. THIS SUMMARY IS A GENERAL SUMMARY OF THE MORE SALIENT HCDA AGREEMENTS AND IS NOT A SUMMARY OF ALL EXISTING OR POTENTIAL HCDA PERMITS AND AGREEMENTS THAT MAY BE REQUIRED TO COMPLETE THE PROJECT AND THE WARD VILLAGE MASTER PLANNED COMMUNITY.

END OF EXHIBIT "M"

EXHIBIT "M"

Page 2 of 2

EXHIBIT "N"

WARD VILLAGE MASTER PLANNED COMMUNITY: SUMMARY OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS

Capitalized terms shall have the meaning ascribed to such term in the Declaration or the Master Declaration and/or Master By-Laws.

The Project is one of multiple high-rise condominium projects anticipated to be developed by Victoria Ward, Limited, the Master Declarant, or its affiliates as part of a master planned community called "Ward Village." The Project will be part of this urban, mixed-use master development located in central Kaka'ako, City and County of Honolulu, Hawaii. The Master Declarant intends to substantially transform the current landscape surrounding the Project over the next decade or so to create the master planned community.

Being a part of "Ward Village," the Project is subject to the Community Covenant for Ward Village dated September 13, 2013 and recorded in the State of Hawaii, Bureau of Conveyances as Document No. A-50040794 ("**Master Declaration**") and the By-Laws of Ward Village Owners Association recorded in said Bureau as Exhibit E to the Master Declaration ("**Master By-Laws**"), and the Ward Village Rules ("**Master Rules**"), as the same may be amended and/or supplemented from time to time, and all rules and regulations promulgated thereunder, including, without limitation, any assessments, voting rights, design restrictions and the design review process set forth therein, if applicable. By acquiring an interest in the Project, each Owner agrees to carefully review, observe and comply with all covenants, conditions, restrictions and other requirements to which the Project is subject under the Master Declaration and Master By-Laws, including memberships in the Ward Village Owners Association ("**Master Association**") and the payment of such sums as may be assessed pursuant to such Master Declaration or Master By-Laws ("**Master Assessments**") for the Project's share of common expenses for Ward Village. Further, Developer shall have the reserved right, without the consent of any Owners or such Owners' mortgagees, to amend the Declaration and to enter into any agreements and to grant easements and to do all things necessary and convenient to effect and implement the purposes of the Master Declaration, Master By-Laws and Master Rules and to execute, file and deliver any and all documents necessary to effect the same, including, but not limited to, any amendments to the Declaration and to the Condominium Map.

The Master Declarant shall be liable for any Master Assessments on Units it owns; however, during the Declarant Control Period under the Master Declaration, the Master Declarant may pay assessments on Units it or any of its affiliates owns by paying any shortfall under the Master Association's expense budgets, resulting from events other than failure of others to pay Master Assessments; provided, the Master Declarant may, but shall not be obligated to, pay amounts budgeted to its, or its affiliates', Units for reserves or fund any shortfall in budgeted contributions to reserves. After termination of the Declarant Control Period under the Master Declaration, the Master Declarant shall pay assessments on any Units it owns that in the same manner as any other owner liable for such assessments.

Notwithstanding the above, by signing and accepting a deed to the Unit, Owners acknowledge accept the following related to living in Ward Village:

A. Any representations of Ward Village received or viewed by the Owners over time are not representations and/or warranties that all improvements or amenities and/or services represented in such depictions

will exist.

B. There may be ongoing construction, noise and nuisance, traffic and road congestion, in the master planned community and vicinity until the entire Ward Village development is completed, including, the potential for detours roads and pathways for access to the Project.

C. Certain portions of lands near the Project outside, abutting and/or near the Project may be subject to redevelopment, and in the future may or will be developed. The Association and the Developer make no representation as to the nature, design, architecture or size of any future development and/or the impact of such developments on the Project.

D. Ward Village is intended to contain multiple high-rise mixed-use condominium projects along with amenities such as community parks and entertainment facilities (i.e., outdoor stages, concerts, live performances). Neither the Developer nor the Master Declarant represent or warrant that any of the project amenities, including the parks, will be built at all or will be built to the extent represented in any drawing or representation. Owners should anticipate noise from amenities provided within Ward Village.

E. Owners will not become members of the Master Association and, in most instances, will not have direct voting rights in the Master Association. The Association will be the member of the Master Association for the Project. The Association and the Owners shall be responsible for certain shared costs for the maintenance and upkeep of any master community common areas and other services and use areas shared among the projects in Ward Village and described in the Master Declaration and Master By-Laws. The Master Association has the right to lien a Unit in the event of nonpayment of any Master Assessments by the Association or the Unit's Owner. The Master Association Dues are included in maintenance fees.

F. The Master Declaration sets forth a "Declarant Control Period," which is the period of time during which the Master Declarant may appoint majority of the members of the Master Association's board of directors, and a "Development and Sale Period," which is the period during which the Master Declarant may exercise other development rights under the Master Declaration.

G. In addition to any design restrictions and/or regulations or standards in the Condominium Documents, Owners will be subject to the additional design restrictions, design guidelines and/or regulations or standards promulgated by the Master Declarant or the Master Association pertaining to Ward Village. The Master Declaration and Master By-Laws set forth sanctions for noncompliance with the provisions in the master documents.

H. The Master Declaration creates and contains rights of the Master Declarant to create various component areas within Ward Village which may include all, or a portion of the Project. Some of these areas may require easements through portions of the Project, which may grant the Master Association, and/or the public, access through the Project or use of certain areas within the Project (i.e., access ways, bicycle pathways, park or recreational areas, security system or services, parking facilities). Such areas may also be dedicated for use by the public or for public rights of way, pursuant to the Master Declaration. In such case, the Master Association may assume responsibility for maintenance of the area and may pay for the costs associated with such areas as a Master Association expense.

I. The Master Declarant and the Master Association may enter into certain service contracts for

services provided by vendors to multiple properties in Ward Village, including, without limitation, the Project, based on overall economic, service and efficiency benefits to the overall master development.

J. The Master Declarant has certain reserved rights set forth in the Master Declaration which may impact the Project. Such reserved rights include, but are not limited to, the following (capitalized terms not otherwise defined herein are defined in the Master Declaration):

1. The right to complete or not complete any improvements in Ward Village indicated on the development plans;

2. The right to create, permit the creation of, merge, or permit the merger of condominium property regimes on Parcels in Ward Village;

3. The right to create additional Parcels, Common Areas, Area of Common Responsibility, including Limited Benefit Areas, and to designate and dedicate roadways, within any portion of Ward Village owned by Master Declarant, its affiliates, or assigns;

4. The right to subdivide or combine Parcels or convert Parcels or portions of Parcels into Area of Common Responsibility (including Common Areas or Limited Benefit Areas) or roadways;

5. The right to reconfigure property or convert Parcels or portions thereof into Common Area, and to convert Common Area into Parcels;

6. The right to withdraw from Ward Village any Parcel or portion thereof, subject to the Master Declaration, and such local government approvals that may be required;

7. The right to reconfigure boundaries of the Area of Common Responsibility and the right to grant easements for use of the sidewalks and streets within Ward Village for adjacent commercial users;

8. The right to maintain sales offices, management offices, and advertising signs on the property subject to the Master Declaration;

9. The right of access over the Area of Common Responsibility for the purpose of making Improvements within the property subject to the Master Declaration;

10. The right to close streets and sidewalks within Ward Village to allow their use for special events;

11. The right to appoint and remove any director or officer of the Master Association during the Declarant Control Period as provided in the Master By-Laws;

12. The right to withdraw any Parcel or any portion from the coverage of the Master Declaration;

13. The right to maintain upon portions of Parcels (including the Project), the Common

Area and other property the Master Declarant or any of its affiliates owns or has reserved rights in and to, such facilities and activities as, in the Master Declarant's opinion, may reasonably be required, convenient, or incidental to construction or marketing, leasing and sale of Parcels or any portion thereof;

14. The right to designate certain areas within Parcels as Area of Common Responsibility, including Limited Benefit Area;

15. The right to approve any modification of the Village Standard and Master Rules or design guidelines;

16. The right to record additional covenants or restrictions affecting any portion of Ward Village;

17. A perpetual right and easement over all property in Ward Village to provide or otherwise provide for Telecommunications Systems and to select contractors for the provision of telecommunication services;

18. The right to access and use, and an easement over and upon, all of the Area of Common Responsibility, including roadways in Ward Village for the exercise of its reserved rights and the right to make, construct and install and improvements in Ward Village as appropriate;

19. The right to use Area of Common Responsibility for special events;

20. The right to enter into the Project to utilize the Recreational Amenities and the Amenity Deck for sales functions and access to and from the Project and the Units for sales and marketing purposes and in the promotion of sale in other Parcels and projects in Ward Village;

21. The right to amend any entitlement documents, permits, agreements with HCDA in order to complete the developments in Ward Village; and

22. The right to transfer or assign its rights and status as Master Declarant under the Master Declaration and the Master By-Laws.

The above summary is not conclusive and the Master Declarant has other reserved rights and easements pursuant to the Master Declaration and Master By-Laws. Each Owner consents and agrees that the Master Declarant shall have the reserved rights and other rights set forth in the Master Declaration, the Master By-Laws, and other master documents and hereby delegates and assigns to the Master Declarant, as their true and lawful agent and attorney-in-fact, with full power of substitution, the right and authority to exercise such rights and to execute, deliver, and record such documents as may be reasonably necessary, in Master Declarant's discretion, to carry forth or otherwise accomplish any of the Master Declarant's rights.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE LIST OR EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE MASTER DECLARATION, THE MASTER BY-LAWS OR THE MASTER RULES. THIS SUMMARY IS A GENERAL

EXHIBIT "N"

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SUMMARY OF THE MASTER DOCUMENTS AND THE MASTER DECLARANT'S RESERVED RIGHTS THEREIN; HOWEVER, IT IS NOT MEANT TO PROVIDE A SUMMARY OF ALL THE PROVISION IN THE MASTER DOCUMENTS AND/OR ALL OF THE DEVELOPER'S RESERVED RIGHTS. PURCHASERS SHOULD MAKE A CAREFUL AND THOROUGH REVIEW OF THE MASTER DOCUMENTS.

END OF EXHIBIT "N"