

# IMPORTANT - - Read This Developer Prepared Report Before Buying

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

## DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	KUILEI PLACE
Project Address	2599 Kapiolani Boulevard Honolulu, Hawaii 96826
Registration Number	8957
Effective Date of Report	<b>July 19, 2023</b>
Developer(s)	2599 Kapiolani, 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 the 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.

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*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

Use this page for special or significant matters which should be brought to the purchaser's attention. Subject Headings and page numbers where the subject is explained must be used.

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

- Approval or disapproval of the project;
- Representation that the Developer has fully or adequately disclosed either all material facts or all pertinent changes, or both, concerning the project;
- Representation that the Developer's disclosures of other material facts elsewhere in this report 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 being developed and sold in cooperation with the Hawaii Housing Finance and Development Corporation ("**HHFDC**") pursuant to Hawaii Revised Statutes Chapter 201H and related sections of Hawaii Administrative Rules ("**HAR**") Title 15, Chapters 307 and 308 (collectively, the "**HHFDC Laws**"). The development and use of the Project are subject to the terms and provisions of the Development Agreement between Developer and HHFDC. The project is a proposed 1,005-unit high-rise residential condominium project that will include affordable and market priced for-sale housing units and a commercial retail space, located in the City and County of Honolulu, State of Hawaii. A total of six hundred three (603) units or 60% of the total units will be sold as affordable housing units (the "**Affordable Housing Units**") as described in Paragraph 2 below. The other four hundred one (401) residential units will be market priced units (the "**Market Units**") and sold as described in Paragraph 3.
2. **Affordable Housing Units.** The Development Agreement requires that Developer reserve at least sixty percent (60%) of the residential units in the Project for purchase by persons who meet certain eligibility requirements with a preference to applicants most in need of assistance in obtaining housing as determined by HHFDC. The eligibility requirements for the purchase of an Affordable Housing Unit include, without limitation, residency requirements and income limits. In addition, the Affordable Housing Units are subject to certain restrictions on: (a) occupancy; (b) use, sale, and transfer; (c) HHFDC first option to purchase buy-back right; and (d) shared appreciation equity requirements. The Affordable Housing Units are also subject to a home ownership counseling requirement. PURCHASERS WHO WISH TO PURCHASE AFFORDABLE HOUSING UNITS SHOULD CONSULT WITH DEVELOPER TO DETERMINE WHICH UNITS ARE BEING OFFERED AS AFFORDABLE HOUSING UNITS AND TO FURTHER DETERMINE APPLICABLE ELIGIBILITY REQUIREMENTS AND OWNERSHIP RESTRICTIONS AND REQUIREMENTS PRIOR TO SIGNING A PURCHASE AGREEMENT FOR AN AFFORDABLE HOUSING UNIT.
3. **Market Units.** Pursuant to Honolulu City Council Resolution No. 22-298, CD1, FD1, adopted by the Council on January 25, 2023 (attached as **Exhibit "M"** to this Public Report), Developer shall offer the 401 market-rate units exclusively to qualified owner-occupant households for a minimum 60-day period that consists of a 30-day lottery period followed by a 30-day offering on a first-come, first-served basis. Under section 514B-95, HRS, "owner-occupant" means any individual who holds legal title in a residential unit that serves as the individual's principal resident for a period of not less than three hundred sixty-five consecutive days; provided that the individual shall retain complete possessory control during this period. Persons interested in purchasing an owner-occupant market unit are required to submit an affidavit. Pursuant to HHFDC Laws, market units are not subject to: (a) certain eligibility requirements applicable to Affordable Housing Units, (b) HHFDC use, sale and transfer restrictions, (c) HHFDC first option to purchase

buy-back right, (d) shared appreciation equity requirements; and (e) the home ownership counseling requirement. PURCHASERS WHO WISH TO PURCHASE MARKET UNITS SHOULD CONSULT WITH DEVELOPER TO DETERMINE WHICH UNITS ARE BEING OFFERED AS MARKET UNITS AND TO FURTHER DETERMINE APPLICABLE ELIGIBILITY REQUIREMENTS AND OWNERSHIP RESTRICTIONS AND REQUIREMENTS PRIOR TO SIGNING A PURCHASE AGREEMENT FOR A MARKET UNIT.

4. **Sales to Owner-Occupants.** The Developer and HHFDC have confirmed to the Commission that the Project is being developed pursuant to HHFDC Laws, as amended, and is subject to applicable provisions of Chapter 514B, Hawaii Revised Statutes, including but not limited to Part V. B. regarding Sales to Owner-Occupants.
5. **Live/Work Units.** Certain Residential Units, as more particularly identified in the Declaration, are designated as "Live/Work Units". Live/Work Units are Residential Units where certain commercial activities are permitted. As currently designed, the Live/Work Unit will come with accessibility to the Unit from the parking lot and will include an ADA (as hereinafter defined) restroom on the ground floor. The kitchens are designed to meet the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*, as amended by the Fair Housing Amendments Act of 1988, and the rules and regulations adopted thereunder (the "FHA"), not the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*, as amended (the "ADA"). Accordingly, the Live/Work Units do not meet the ADA requirements for all types of businesses. Purchasers of Live/Work Units shall be responsible for meeting regulations, including the ADA for their type of business.
6. **Ownership of Property.** The fee simple interest in the land is currently held by an affiliate of Developer ("Fee Owner"). Fee Owner intends to convey the fee simple interest in the land to Developer prior to the closing of the sale of any unit to the general public. Fee Owner is not the developer of the Project, and Fee Owner's joinder in, or consent to, any condominium documents shall not, in any way or for any purpose, be construed to mean that Fee Owner is the developer of the project or a partner with Developer in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Developer. Fee Owner makes no representations or warranties of any kind, express or implied, with respect to any aspects of the Project. The statements set forth in this report and any condominium documents are solely those of Developer and are not and should not be construed as statements made by or representations of Fee Owner. Developer, and not Fee Owner, shall be solely responsible for all aspects of the project, including, without limitation, the marketing, sale, development and construction of the project.
7. **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 and title is transferred to owners. Prospective purchasers should note that among those rights that are reserved to Developer is the right to change the units and amenities in the Project. Generally, these changes, if made, are not "material changes" that will permit a purchaser to rescind a purchase agreement. Note, however, that if such a change results in a decrease in net living area of a unit by more than two percent (2%), it will be deemed to be a material change that would permit a purchaser to rescind the sale.

By signing a Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney for Kuilei Place, 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.

8. **Dispute Resolution; Waivers.** The following provisions apply to the resolution of covered disputes arising in connection with a Purchase Agreement or the Declaration, respectively:
  - A. **Purchase Agreement (Section E.35) (see also Exhibit I to this Public Report):** The following provisions apply to the resolution of Disputes (as defined below):

**PURPOSE AND EXCLUSIVITY.** THE PURPOSE OF THESE DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES (THE "PROCEDURES") IS TO PROVIDE SELLER

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 THIS SECTION, 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.

1. 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**").
2. PRE-CLOSING DISPUTE. NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY AND SUBJECT TO SECTIONS E.33 AND E.34 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 IN THE PURCHASE AGREEMENT.
3. 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.
4. MEDIATION. IF THE PARTIES CANNOT RESOLVE SUCH DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN SECTION 3, ABOVE 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 3 AND 4 ("**PROHIBITED LITIGATION**"), 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.

5. FURTHER RESOLUTION. IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN SECTIONS 3 AND 4 ABOVE, 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 CLAIMS OF PRIVILEGE RECOGNIZED BY LAW.
6. WAIVER OF JURY TRIAL. THE PARTIES ACKNOWLEDGE THAT THE PROCEDURES SET FORTH IN THE PURCHASE AGREEMENT ARE A MATERIAL INDUCEMENT FOR THEM TO ENTER INTO THE PURCHASE AGREEMENT. ACCORDINGLY, WITH RESPECT TO ANY DISPUTE, THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION THAT IS BASED UPON OR ARISES OUT OF SUCH DISPUTE.
7. WAIVER OF CLASS-WIDE CLAIMS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ADJUDICATION OF ANY DISPUTE SHALL BE BY AND BETWEEN THE PARTIES ONLY. THE PARTIES EXPRESSLY WAIVE ANY AND ALL RIGHTS TO PURSUE CLASS-WIDE CLAIMS RELATING TO ANY DISPUTE. THE PARTIES ACKNOWLEDGE AND AGREE ANY DISPUTE SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PERSON.
8. 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 3 AND 4 ABOVE.

9. 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.
10. 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.

B. **Declaration (Section XXXIX):** The following provisions apply to the resolution of Disputes (as defined below):

1. DISPUTES. The purpose of this Section is to provide the Owners, Association, Board, Managing Agent, Developer and their respective Representatives (collectively, for purposes of this Section, the "**Parties**") with a mechanism to resolve Disputes (as defined below). 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 Declaration. A Dispute shall not include: (a) claims for construction defects governed by the Contractor Repair Act, Chapter 672E of the Hawaii Revised Statutes; (b) actions seeking equitable relief involving threatened property damage or the health or safety of Owners or any other persons; (c) actions to collect assessments; (d) personal injury claims; or (e) actions against the Association, the Board, or any Director, Officer, agent, employee, or other persons for amounts in excess of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) if insurance coverage under a policy of insurance procured by the Association or the Board would be unavailable for defense or judgment because mediation was pursued.
2. DISCUSSION. Any Party 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 of time after receipt of the Dispute Notice, which period shall not exceed twenty-one (21) calendar days, the Parties to the Dispute 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 effort to resolve the Dispute.
3. MEDIATION. If the Parties cannot resolve such Dispute by discussion pursuant to Section 2 above within thirty (30) calendar days after the commencement of such discussion, the matter shall be submitted to mediation by and pursuant to the procedures adopted by DPR in Honolulu, Hawaii, or to 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 unless they agree otherwise. Each Party 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 2 and 3 ("**Prohibited Litigation**"), 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.

4. FURTHER RESOLUTION. If the Parties are unable resolve a Dispute pursuant to the procedures described in Sections 2 and 3 above, each Party shall have the right to pursue all 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 claims of privilege recognized by law.
5. STATUTES OF LIMITATION. The applicable statute of limitations shall not be tolled, or otherwise suspended, 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 2 and 3 above.
6. UNENFORCEABILITY. If any part of this Section is held to be unenforceable, it shall be severed and shall not affect either the duties to mediate hereunder or any other part of this Section.

**C. Declaration (Section XLIV.A):** The following are provisions regarding the waiver of certain rights:

1. WAIVER OF CERTAIN DAMAGES. WITH RESPECT TO ALL DISPUTES, EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER AND EACH OF THEIR REPRESENTATIVES WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO RECOVER PUNITIVE, EXEMPLARY, TREBLE, OR OTHER MULTIPLE DAMAGES.

2. **WAIVER OF JURY TRIAL.** EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER, AND EACH OF THEIR REPRESENTATIVES UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM, CAUSE OF ACTION, OR DISPUTE. THE PARTIES AGREE THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN COURT SHALL BE DECIDED BY A JUDGE AND NOT BY A JURY.
3. **WAIVER OF CLASS ACTION.** EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER AND EACH OF THEIR REPRESENTATIVES UNCONDITIONALLY WAIVE ANY RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE PARTIES UNCONDITIONALLY AGREE THAT ANY DISPUTE WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS. ALL PARTIES TO THE LITIGATION MUST BE INDIVIDUALLY NAMED. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, AND THE PARTIES ARE SPECIFICALLY BARRED FROM DOING SO.
9. **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.
10. **Limitation of Purchaser's Recovery in the Event of a Developer Default.** If Developer defaults under the purchase agreement, the purchaser must provide written 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 agreement together with any interest earned thereon.
11. **Smoking.** Smoking is not permitted within the Units, any Common Element, Residential Limited Common Element, or Residential Unit Limited Common Element. Smoking shall only be permitted within designated smoking areas in the Project
12. **Maintenance Fee.** The estimated maintenance fees set forth in Exhibit "H" to this Report are estimates only and may change for reasons beyond the control of Developer. Insurance, energy and labor costs are currently in flux and can substantially increase over a short period of time. 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 insurance coverage, labor and energy.
13. **Real Property Taxes.** Real property taxes are currently assessed on the Project as a whole, and the owner(s) of each unit shall be responsible for payment of that unit's prorated share of real property taxes, based on the approximate value of said unit and its appurtenant limited common elements. Developer will provide the allocation of real property taxes until individual statements are available. In the future, the City and County of Honolulu will assess real property taxes on each unit separately, and the owner(s) of each unit shall pay any and all real property taxes assessed to said unit and its appurtenant limited common elements, as separately determined and billed by the City and County of Honolulu.
14. **Insurance.** Each unit owner is solely responsible, at such unit owner's sole expense, for obtaining and maintaining a personal home insurance policy of Type HO-6 or an equivalent policy

that provides customary coverage for liability for such owner's personal property, improvements and betterments, and other portions of the unit that are not covered by the policy obtained by the condominium association.

15. **Use of Purchaser Deposits.** Pursuant to Section 514B-92 of the Hawaii Revised Statutes, as amended, Seller intends to use purchasers' funds to pay for certain construction and Project costs permitted by statute. Deposits may be disbursed before closing to pay for Project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the Project. While Seller intends to submit evidence to the Real Estate Commission of the State of Hawaii that the Project will be completed prior to accessing the deposits, it is possible that the Project may not be completed. If the deposits are disbursed to pay Project costs and the Project is not completed, there is a risk that a purchaser's deposit will not be refunded. Purchasers should carefully consider this risk in deciding whether to purchase a unit in the Project. See Section 5.6.2 on page 15 of this Report.
16. **Resident Manager's Apartment.** The Resident Manager's Apartment, located on Floor 1 of the Tower, is a common element of the Project paid for by all unit owners as a common expense. At Closing, purchasers will be charged an amount equal to two (2) months' maintenance fees to be applied to the Association's acquisition of the Resident Manager's Apartment.

**SEE BOX B ON PAGE 15 AND SECTION 6 ON PAGES 19 THROUGH 19c IN THIS REPORT FOR OTHER SIGNIFICANT MATTERS AND IMPORTANT DISCLOSURES THAT SHOULD BE CAREFULLY REVIEWED BY PURCHASER.**

## TABLE OF CONTENTS

	Page
Preparation of this Report.....	1
General Information On Condominiums .....	2
Operation of the Condominium Project.....	2
Resources for Condominium Living.....	2a
<b>1. THE CONDOMINIUM PROJECT .....</b>	<b>3</b>
1.1 The Underlying Land.....	3
1.2 Buildings and Other Improvements.....	3
1.3 Unit Types and Sizes of Units .....	3
1.4 Parking Stalls .....	4
1.5 Boundaries of the Units.....	4
1.6 Permitted Alterations to the Units .....	4
1.7 Common Interest.....	4
1.8 Recreational and Other Common Facilities.....	4
1.9 Common Elements.....	5
1.10 Limited Common Elements .....	5
1.11 Special Use Restrictions .....	5
1.12 Encumbrances Against Title .....	5
1.13 Uses Permitted by Zoning and Zoning Compliance Matters .....	6
1.14 Other Zoning Compliance Matters .....	6
1.15 Conversions .....	7
1.16 Project In Agricultural District .....	8
1.17 Project with Assisted Living Facility.....	8
<b>2. PERSONS CONNECTED WITH THE PROJECT .....</b>	<b>9</b>
2.1 Developer.....	9
2.2 Real Estate Broker .....	9
2.3 Escrow Depository .....	9
2.4 General Contractor.....	9
2.5 Condominium Managing Agent.....	9
2.6 Attorney for Developer .....	9
<b>3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS .....</b>	<b>10</b>
3.1 Declaration of Condominium Property Regime .....	10
3.2 Bylaws of the Association of Unit Owners .....	10
3.3 Condominium Map .....	10
3.4 House Rules.....	11
3.5 Changes to the Condominium Documents.....	11
3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents.....	11
<b>4. CONDOMINIUM MANAGEMENT .....</b>	<b>12</b>
4.1 Management of the Common Elements .....	12
4.2 Estimate of the Initial Maintenance Fees .....	12
4.3 Utility Charges to be Included in the Maintenance Fee.....	12
4.4 Utilities to be Separately Billed to Unit Owner .....	12
<b>5. SALES DOCUMENTS.....</b>	<b>13</b>
5.1 Sales Documents Filed with the Real Estate Commission.....	13
5.2 Sales to Owner-Occupants .....	13
5.3 Blanket Liens.....	13
5.4 Construction Warranties.....	13
5.5 Status of Construction, Date of Completion, or Estimated Date of Completion.....	14

## TABLE OF CONTENTS

	Page
5.6	Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance..... 14
5.6.1	Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance ..... 14
5.6.2	Purchaser Deposits Will Be Disbursed Before Closing..... 15
5.7	Rights Under the Sales Contract..... 16
5.8	Purchaser's Right to Cancel or Rescind a Sales Contract ..... 17
5.8.1	Purchaser's 30-Day Right to Cancel a Sales Contract..... 17
5.8.2	Right to Cancel a Sales Contract if Completion Deadline Missed..... 18
5.8.3	Purchaser's Right to Rescind a Binding Sales Contract After a Material Change..... 18
6.	MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT..... 19
EXHIBIT A:	Unit Numbers, Unit Types, Number of Bedrooms and Bathrooms, Approximate Net Living Area, Approximate Net Lanai Area, Total Approximate Net Area, Common Interest, Parking Stalls, Storage Rooms and Storage Lockers; Residential Class Common Interest
EXHIBIT B:	Boundaries of Each Unit
EXHIBIT C:	Permitted Alterations to Units
EXHIBIT D:	Special Use Restrictions
EXHIBIT E:	Common Elements and Limited Common Elements
EXHIBIT F:	Encumbrances Against Title
EXHIBIT G:	Reserved Rights of Developer
EXHIBIT H:	Estimated Budget and Initial Maintenance Fees
EXHIBIT I:	Summary of Purchase Agreement
EXHIBIT J:	Summary of Escrow Agreement
EXHIBIT K:	Summary of House Rules
EXHIBIT L:	Summary of Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney
EXHIBIT M:	City Council Resolution
EXHIBIT N:	
EXHIBIT O:	
ADDITIONAL:	

## **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.

## **Resources For Condominium Living**

The Real Estate Branch website (<https://cca.hawaii.gov/reb>) includes information for owners on the management and operation of a condominium project. Topics include the following and more:

- The law and rules governing condominiums and the role of the declaration, bylaws, and house rules in the management and operation of the project.
- The respective roles of the owners, the board of directors, and agents of the association in managing and operating the project.
- The rights and responsibilities of owners and the board.
- The role of the Real Estate Commission in condominium governance.
- Access to information and documents concerning the management and operation of the project.
- Budgets and the role of maintenance fees and reserves in the upkeep of the project.
- Participation and procedures in board, association, and special meetings.
- Dispute resolution.
- Access to educational seminars sponsored by the Real Estate Commission and other organizations.

The Real Estate Branch also hosts free copies of developer's public reports, the condominium law, and condominium administrative rules on its website

## 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	Kaipuu Investors, LLC
Address of Project	2599 Kapiolani Boulevard Honolulu, Hawaii 96826
Address of Project is expected to change because (describe)	
Tax Map Key (TMK)	(1) 2-7-022: 011, 015 (portion), 031 through 049, inclusive
Tax Map Key is expected to change because	Project will receive a master Tax Map Key, and individual units will be assigned a separate Tax Map Key
Land Area (square feet or acres)	137,190
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	Developer is an affiliated entity of Fee Owner. Developer will acquire fee simple title to the property prior to conveyance of any units to the public.

### 1.2 Buildings and Other Improvements

Number of Buildings	2
Floors Per Building	12, 43
Number of New Building(s)	2
Number of Converted Building(s)	0
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Concrete, steel, glass

### 1.3 Unit Types and Sizes of Units

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

1,005	Total Number of Units
-------	-----------------------

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

**1.4 Parking Stalls**

Total Parking Stalls in the Project:	1,677
Number of Guest Stalls in the Project:	29
Number of Parking Stalls Assigned to Each Unit:	See Exhibit A
Attach Exhibit <u>  A  </u> specifying the parking stall number(s) assigned to each unit and guest and the type of parking stall(s) (compact/standard/tandem, covered/open, and electric charging ready/capable).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. All unassigned Residential Parking Stalls are currently assigned to Residential Unit No. 3212 and may be subsequently assigned to other Residential Units.	

**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
<input checked="" type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input checked="" type="checkbox"/>	Recreation Area
<input checked="" type="checkbox"/>	Trash Chute/Enclosure(s)
<input checked="" type="checkbox"/>	Exercise Room
<input checked="" type="checkbox"/>	Security Gate
<input checked="" type="checkbox"/>	Playground
<input checked="" type="checkbox"/>	Other (describe): See page 4a

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

<input checked="" type="checkbox"/>	Other (describe): the Project is anticipated to include the following: private dining rooms; cabanas; dog park; barbeque grills; bicycle and surfboard storage; electric vehicle charging stations; electric vehicle car sharing; and electric micro-mobility scooters.
-------------------------------------	---

**1.9 Common Elements**

<p><u>Common Elements</u>: 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.</p>	
<p>Described in Exhibit <u>  D  </u></p>	
<p>Described as follows:</p>	
<b>Common Element</b>	<b>Number</b>
Elevators	8 (7 for Tower and 1 for Liner Building)
Stairways	6
Trash Chutes	2

**1.10 Limited Common Elements**

<p><u>Limited Common Elements</u>: 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.</p>
<p>Described in Exhibit <u>  D  </u>.</p>
<p>Described as follows:</p>

**1.11 Special Use Restrictions**

<p>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.</p>	
<input checked="" type="checkbox"/>	Pets: See House Rules, Article VI, Section L of the Declaration
<input checked="" type="checkbox"/>	Number of Occupants: Article VI, Section D.3 of the Declaration
<input checked="" type="checkbox"/>	Other: See Article VI, Section D of the Declaration
<input type="checkbox"/>	There are no special use restrictions.

**1.12 Encumbrances Against Title**

<p>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).</p>
<p>Exhibit <u>  E  </u> describes the encumbrances against title contained in the title report described below.</p>
<p>Date of the title report: July 7, 2023</p>
<p>Company that issued the title report: Title Guaranty of Hawaii, LLC</p>

**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	1,004*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	A-2	
<input type="checkbox"/>	ADU/Ohana		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input checked="" type="checkbox"/>	Commercial	1	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	A-2	
<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		The Project is being developed pursuant to Section 201H-38 of the Hawaii Revised Statutes, that permits exemptions from the Land Use Ordinance. See Exhibit "M".				

\* Nine Residential Units are designated as "Live/Work Units" which permit commercial activity as provided in the Declaration.

**1.14 Other Zoning Compliance Matters**

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

	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

**1.15 Conversions**

<p>"Converted" or "conversion" means the submission of a structure to a condominium property regime more than twelve months after the completion of construction; provided that structures used as sales offices or models for a project and later submitted to a condominium property regime shall not be considered to be converted structures. (§514B-3, HRS)</p>	
<p><b>Developer's statement regarding units that may be occupied for residential use and that have been in existence for five years or more. (§514B-84(a)(1), HRS)</b></p>	<p><input type="checkbox"/> Applicable</p> <p><input checked="" type="checkbox"/> Not Applicable</p>
<p>Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:</p>	
<p>Developer's statement of the expected useful life of each item reported above:</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations:</p>	
<p>Estimated cost of curing any violations described above:</p>	

<p><b>Verified Statement from a County Official</b></p>	
<p>Regarding any converted structures in the project, attached as Exhibit(s) _____ is a verified statement signed by an appropriate county official which states that either:</p>	
<p>(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:</p>	<p>(i) Any variances or other permits that have been granted to achieve compliance;</p> <p>(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</p> <p>(iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance;</p>
<p>or</p>	
<p>(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p>	
<p>Other disclosures and information:</p>	

**1.16 Project In Agricultural District**

<p><b>Is the project in an agricultural district as designated by the land use laws of the State of Hawaii?</b>  <b>If answer is "Yes", provide information below</b></p>	<p><input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
<p><b>Verified county statement (initial applications only):</b>  <b>(An expanded assessment and county comment statement is required if project contains more than five units (§514B-52(b), HRS</b></p>	<p>Exhibit _____</p>
<p>Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws?      <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p>If the answer is "No", provide explanation.</p>	
<p>Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws?      <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p>If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.</p>	
<p>Other disclosures and information:</p>	

**1.17 Project with Assisted Living Facility**

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

## 2. PERSONS CONNECTED WITH THE PROJECT

<p><b>2.1 Developer(s)</b></p>	<p>Name: 2599 Kapiolani, LLC</p> <p>Business Address: 2270 Kalakaua Avenue, Suite 1788 Honolulu, Hawaii 96815</p> <p>Business Phone Number: 808-738-8403</p> <p>E-mail Address: <a href="mailto:bryan@blacksandcapital.com">bryan@blacksandcapital.com</a></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 or members of a limited liability company (LLC) if member managed.**</p>	<p>BSC Acquisitions II, LLC is the sole member of Developer Bryan Li is the is the Vice President of BSC Acquisitions II, LLC</p>
<p><b>2.2 Real Estate Broker*</b></p>	<p>Name: Compass Hawaii, LLC</p> <p>Business Address: 4211 Waiialae Avenue Kahala Mall Suite 100 Honolulu, Hawaii 96816</p> <p>Business Phone Number: 808-224-3271</p> <p>E-mail Address: <a href="mailto:kai.brown@compass.com">kai.brown@compass.com</a></p>
<p><b>2.3 Escrow Depository*</b></p>	<p>Name: Title Guaranty Escrow Services, Inc.</p> <p>Business Address: 235 Queen Street Honolulu, Hawaii 96813</p> <p>Business Phone Number: 808-521-0211</p> <p>E-mail Address: <a href="mailto:jnelson@tghawaii.com">jnelson@tghawaii.com</a></p>
<p><b>2.4 General Contractor</b></p>	<p>Name: Albert C. Kobayashi, Inc.</p> <p>Business Address: 94-535 Uke'e Street Waipahu, Hawaii 96797</p> <p>Business Phone Number: 808-671-6460</p> <p>E-mail Address:</p>
<p><b>2.5 Condominium Managing Agent</b></p>	<p>Name: Hawaiian Properties, Ltd.</p> <p>Business Address: 1165 Bethel Street Honolulu, Hawaii 96813</p> <p>Business Phone Number: 808-536-0404</p> <p>E-mail Address:</p>
<p><b>2.6 Attorney for Developer</b></p>	<p>Name: Imanaka Asato; Attn: Owen T. Iida</p> <p>Business Address: 745 Fort Street, 17<sup>th</sup> Floor Honolulu, Hawaii 96813</p> <p>Business Phone Number: 808-521-9500</p> <p>E-mail Address: <a href="mailto:oiida@imanaka-asato.com">oiida@imanaka-asato.com</a></p>

\* If different units have different agents, attach an addendum as page 9a listing each unit's respective agents.

\*\* Attach separate sheet if necessary

**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
Land Court	February 9, 2023	T-12245192
Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number

**3.2 Bylaws of the Association of Unit Owners**

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed, and other matters that affect how the condominium project will be governed.		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	February 9, 2023	T-12245193
Amendments to Bylaws of the Association of Unit Owners		
Land Court or Bureau of Conveyances	Date of Document	Document Number

**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 & Recording Date:	2566, July 11, 2023
Bureau of Conveyances Map Number & Recording Date:	
Dates of Recordation of Amendments to the Condominium Map:	

**3.4 House Rules**

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

The House Rules for this project:

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

**3.5 Changes to the Condominium Documents**

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

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

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

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

## 4. CONDOMINIUM MANAGEMENT

### 4.1 Management of the Common Elements

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

### 4.2 Estimate of the Initial Maintenance Fees

<p><b>Estimate of the Initial Maintenance Fees:</b> The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.</p>
<p>Exhibit <u>  H  </u> contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses. The breakdown includes the annual reserve contributions based on a reserve study (§514B-83(a)(3), HRS).</p>

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

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

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

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
<input checked="" type="checkbox"/>	Electricity for the Units only
<input type="checkbox"/>	Gas for the Units only
<input checked="" type="checkbox"/>	Water
<input checked="" type="checkbox"/>	Sewer/Septic System
<input checked="" type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify/exhibit): Internet
<input type="checkbox"/>	Other (specify/exhibit):

## 5. SALES DOCUMENTS

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

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit <u>  I  </u> contains a summary of the pertinent provisions of the sales contract, including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: March 1, 2023 Name of Escrow Company: Title Guaranty Escrow Services of Hawaii, Inc. Exhibit <u>  J  </u> contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

### 5.2 Sales to Owner-Occupants

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

<input checked="" type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.*
<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.

\* Although the Project is exempt from the owner-occupant requirements of HRS Chapter 514B, developer has elected to be subject to HRS Chapter 514B, Part V, Subpart B, waiving certain provisions for the more restrictive requirements of HAR 15-308, Subchapter 8.

### 5.3 Blanket Liens

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

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

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage	See page 13a

### 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 5.3: Blanket Liens (continued)**

<u>Type of Lien</u>	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 purchase a unit. If the Purchaser loses the right to purchase a unit, the Purchaser may be entitled to a refund of the Purchaser's deposits, less escrow cancellation fees, depending, in part, on whether the deposits have been used by Developer to pay for construction costs in accordance with Section 5.6.2 of this Report.

**Section 5.4: Construction Warranties. (continued)**

**Building and Other Improvements:**

The seller under each purchase agreement makes no warranties or representations about the condition of the units and the Project, except as may be otherwise provided in the unit deeds (relating to warranties of title) and in the purchase agreements. Based on the warranties in favor of the seller from the seller's general contractor for the Project and material suppliers, the seller warrants that all materials incorporated in, and made a part of, a unit shall be new as of the date of installation and shall remain free from defects in workmanship or material (each a "Construction Defect") as defined by the Warranty Performance Standards in each purchase agreement, for a period of one (1) year from the date that title to a unit transfers to a purchaser, or the date that a purchaser takes occupancy of a unit, whichever occurs first ("Warranty Period").

**Appliances:**

The seller is not the manufacturer of the furnishings, fixtures, appliances, consumer products, or other things to be installed or contained in the unit and disclaims and express or implied warranty of any kind whatsoever with respect to the furnishings, fixtures, appliances, consumer products, or other things to be installed or contained in the unit, including any warranty of merchantability or their fitness for a particular purpose. The seller will pass on any unexpired manufacturer's or dealer's warranties covering such furnishings and appliances to the extent that such warranties are transferable to a purchaser and the Association.

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

Status of Construction: Construction is scheduled to commence in November of 2025.
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 seller shall complete construction of a unit so as to permit normal occupancy of the unit within six (6) years from the date a purchaser signs a binding purchase agreement.
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 (units without any structures) for sale and will not be using purchasers' deposits to pay for any costs for project construction or to complete the project.
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**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>
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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. 2.

The Developer is required to deposit all monies 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.

### 5.6.2 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;
<input type="checkbox"/>	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

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

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

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

**5.7 Rights Under the Sales Contract**

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

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

8. Other:

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

- |   |
|---|
| Website to access official copy of laws: <a href="http://www.capitol.hawaii.gov">www.capitol.hawaii.gov</a> |
| Website to access rules: <a href="http://cca.hawaii.gov/reb/har">http://cca.hawaii.gov/reb/har</a>          |

## **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

Capitalized terms used herein not otherwise defined in this Report shall have the meanings given to them in the Declaration or the Bylaws.

1. **Common Expenses; Developer May Pay Actual Costs of Project.** Developer may initially assume the actual Common Expenses of the Project, pursuant to Section 514B-41(b) of the Hawaii Revised Statutes ("HRS"), from the date upon which the certificates of occupancy are issued for Units within the Project. If Developer initially assumes the actual Common Expenses, the 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.
2. **Security Disclaimer.** The Association, Managing Agent, Site Manager, and/or Resident 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. The Association, Managing Agent, Site Manager, Resident Manager, if any, and Seller shall not in any way be considered insurers or guarantors of security within the Project, and neither the Association, nor Managing Agent, nor Site Manager, nor Resident Manager, nor Seller, nor any successor shall be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of security measures undertaken.
3. **Nonliability for Square Footage Calculation.** By accepting title to a unit, the owners shall be deemed to have conclusively agreed to accept the size and dimensions of the unit, regardless of any reasonable variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Seller's promotional materials or otherwise. Seller does not make any representation or warranty as to the actual size, dimensions (including ceiling heights), or square footage of any unit.
4. **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. Seller cannot ensure that mold and mold spores will not be present in the Project.
5. **Flood Zone (AE); Tsunami Evacuation Zone.** The Project is located in Flood Zone AE and X and federal flood insurance may be required for the Project and/or the Unit. Location in a flood zone exposes the Project to a greater risk of flood damage. However, Developer is in the process of raising the elevations of the Project and will apply for a Letter for Map Amendment to the effective National Flood Insurance Program map. Notwithstanding such application, Developer cannot guaranty that the Project will be removed from Flood Zone AE. Additionally, the Project is located within the tsunami evacuation zone. Owners should consult with appropriate insurance professionals regarding the effect of these designations.
6. **Sea Level Rise.** Sea levels are rising globally and locally. Sea level rise causes gradual changes to the environment and may have certain significant impacts on real property, including the Land. Sea level rise may cause rising groundwater tables below the Land's surface, drainage issues, increased flooding, saturated and weakened soil beneath the Land's surface, accelerated erosion of the Land, and/or other inconveniences or nuisances resulting from sea level rise ("**Sea Level Rise Effects**"). The Land is not currently identified as a "Sea Level Rise Exposure Area" as that term is defined by the Hawaii Climate Change Mitigation and Adaptation Commission. Seller cannot ensure that the Land will not later be identified as located in a Sea Level Rise Exposure Area, nor that the Project will not be impacted by Sea Level Rise Effects.
7. **Condominium Living; Residential-Commercial Mixed-Use Area.** Living in a multi-story, mixed-use, high-rise condominium building entails living in very close proximity to other persons,

businesses, restaurants, and shopping areas, 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, washing machines, or other sources of running water and/or plumbing fixtures, and will smell odors from adjacent units within the Project, including, but not limited to, cooking odors. Also, owners may hear noise from such items as the swimming pool, vacuum cleaners, stereos or televisions, or from people running, walking, exercising, socializing, or enjoying the Recreational Amenities. Finally, owners can expect to hear substantial levels of sound, music, and other noise, and can expect to experience substantial odors, vibrations, and other nuisances from retail and commercial establishments in the Project and/or in the vicinity of the Project. Owners may also experience light entering the units from commercial lighting in the vicinity and from street lights located in close proximity to the windows and doors of the units. Owners on lower floors of the Project, located closer to such commercial establishments and close to the street, will likely experience the most sound, noise, odor, and vibrations from such commercial activity.

8. **Noise; Traffic.** Being located in a urban and commuter district, noise, dust, vibration, and/or pedestrian and vehicular traffic are higher than average in the vicinity of the Project. Traffic, noises, and uses which are typically encountered in a high-rise condominium commercial-residential mixed-use setting, including, but not limited to (1) transient noise and guest or pedestrian traffic from the street or neighboring properties; (2) opening and closing of doors, landscaping maintenance, trash collection, and freight loading/unloading activities at or nearby the Project; (3) loud music from restaurants or other outlets, concert events, or performances; (4) vehicular traffic from the street or Parking Structure; (5) voices of people talking outside retail and/or food and beverage establishments; and (6) noises from special events taking place near the Project. 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. The Commercial Unit in the Project may be used for retail, restaurant, or other commercial business purposes, which may cause noise typically associated with the operation and management of those types of establishments (e.g. high vehicular and pedestrian traffic caused by patrons, delivery trucks, and unloading and loading activities and noise and traffic caused by heavy machinery for stocking and operation of the Commercial Unit and their surrounding areas.) Seller does not make any representation or warranty as to the level of sound transmission at the Project.
9. **Views.** There are no protected views in the Project, and a unit is 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 Seller makes no representation or warranty regarding whether a unit will continue to have the same view, or any view, and the effect of the view or lack thereof on the value of the unit. The views from a unit or the Project may change as a result of, be affected by, or be obstructed by (1) construction or installation of buildings, improvements, structures, walls, and/or landscaping by Seller or owners of property adjacent to or near the Project; and/or (2) the growth of trees, landscaping, and/or vegetation within or outside the Project.
10. **Neighboring Developments.** Certain portions of land outside, abutting, and/or near the Project ("**Neighboring Developments**") may be subject to redevelopment, and, in the future, may or will be developed by third parties over whom Seller has no control. The Association and Seller have no jurisdiction over Neighboring Developments, and, accordingly, there is no representation as to the nature, use, or architecture of any future development or improvement on Neighboring Developments. Any use, development, and/or construction on Neighboring Developments may result in noise, dust, and/or other nuisance to the Project or owners.
11. **Continuing Activities.** Each owner understands and agrees that Seller 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 Seller 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. **Tax and Insurance Estimates.** Any sum estimated for taxes or insurance affecting a unit or the Project may increase or decrease depending upon fluctuation of real property taxes or insurance rates.
13. **Use Changes.** Except as expressly set forth in the Condominium Documents, Seller 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.
14. **Marketing Materials.** Any marketing materials used by Seller in the promotion and sales of the Units and of the Project shall not be a representation or warranty by Seller of the unit layout, décor, 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 décor, coloring, furnishing, fixtures, or amenities that will be included in the Project.
15. **Condominium Map.** Nothing in the Condominium Map is intended to be or is a representation or warranty by Seller. 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.
16. **Warranties.** Seller is developing the Project but is not the general contractor or an affiliate of the general contractor that is building the Project. TO THE EXTENT PERMITTED BY LAW, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE UNITS OR THE PROJECT, OR ABOUT CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED OR CONTAINED IN THE UNIT 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.
17. **Mortgage.** Seller may enter into a construction loan and subject the Land to a mortgage, which will provide for the partial release of units from the mortgage prior to unit closings. If there is a default by Seller, the lender will likely have the option to foreclose the mortgage. If this happens prior to conveyance of Purchaser's Unit to Purchaser, Purchaser may lose the right to buy the Unit. In the event of a foreclosure, Purchaser's Contract Deposit, less the Cancellation Fee, may be refunded unless said deposit(s) has been approved for use by Seller to pay for construction costs in accordance with Section 5.6.2 of the Public Report.
18. **Right to Modify Project and Amend Condominium Documents.** As set forth in the Declaration, Seller has the reserved right 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, as may be necessary or appropriate to effect compliance by the Project, the Association, or Seller, with laws which apply to the Project, including, but not limited to, the FHA, 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, or by any governmental agency.
19. **Reclaimed Water.** The Project may utilize treated grey water (from showers, laundry and sinks) for various purposes, including but not limited to toilet flushing and irrigation of landscaping. Such water shall be treated to the R-1 water category, which indicates a significant reduction in viral and bacterial pathogens through oxidation, filtration, and disinfection. R-1 water is not safe for drinking but is safe to handle for other non-drinking uses. Should reclaimed water be utilized at the Project, Owners may experience a chlorine odor emanating from such water.

20. **Mechanical Equipment on Rooftop.** The design of the building provides for mechanical equipment to be located on the rooftops and the existence of the same may cause noise and vibrations even in the course of normal operation, which may be evident to the units on the floors immediately below the rooftops.
21. **Elevators.** The design of the building provides for multiple passenger elevators to provide access to the residential floors in the Project. The units located in the immediate vicinity of the elevator lobby on each level of the Project may be prone to greater noise and other nuisances associated with the normal operation of the elevators than units located further away from the elevator lobbies. Also during certain hours of the day there may be delays in the elevator servicing each residential floor as a result of high traffic loads and/or in the event of servicing and/or repairs to one or more of the elevators in the Project.
22. **Location of Units Near the Recreational Amenities and/or Near the Parking Structure.** Certain Residential Units located in close proximity to the Recreational Amenities may be exposed to greater noise and other nuisances than the Residential Units located on the other levels in the Project. Certain Residential Units located in close proximity to the Parking Structure may be exposed to greater noise, traffic, and other nuisances than units on other levels of the Project.
23. **Tunnel Form Construction.** The Tower will be built using tunnel form construction. Tunnel form construction is a process in which concrete walls and upper floors are poured in sections. Accordingly, all perimeter walls and some party walls of the unit will be concrete. Although Developer will grind, skim, and paint these walls, pin holes may be visible. A sample of the wall finish may be viewed at the sales center.
24. **Lanais, Windows and Doors.** Lanais adjacent to a Residential Unit and the glass or metal railings thereof, and doors, sliding doors, door frames, window frames located on the perimeter and party walls of a Residential Unit, are limited common elements to the Residential Unit. Accordingly, although the Association will generally repair and maintain these areas, the cost of replacement, when necessary, will be the responsibility of the owner of the Residential Unit.

**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. 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, belief, true, correct, and complete. The Developer hereby agrees to promptly 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.

2599 Kapiolani, LLC  
Printed Name of Developer

By:  July 13, 2023  
Duly Authorized Signatory\* Date

Bryan K.K. Li Vice President and Secretary  
Printed Name & Title of Person Signing Above

County 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.**

**\*\*In the event of multiple Developers, each Developer must sign on their own signature page.**

**EXHIBIT "A"**

**UNIT NUMBERS, UNIT TYPES, NUMBER OF BEDROOMS AND BATHROOMS, APPROXIMATE NET LIVING AREA, APPROXIMATE NET LANAI AREA, TOTAL APPROXIMATE NET AREA, COMMON INTEREST, PARKING STALLS, STORAGE ROOMS AND STORAGE LOCKERS; RESIDENTIAL CLASS COMMON INTEREST**

**I. Unit Numbers, Unit Types, Number of Bedrooms and Bathrooms, Approximate Net Living Area, Approximate Net Lanai Area, Total Approximate Net Area, Common Interest, Parking Stalls, Storage Rooms and Storage Lockers**

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
102	3.1A	3/2	1,075	281	1,356	0.135703%	1.055, 2.087		
104	2.7A	2/2	760	321	1,081	0.095939%	1.019		
106	2.8A	2/2	781	324	1,105	0.098590%	1.020		
108	2.1A	2/2	883	365	1,248	0.111466%	1.057, 2.086		
110	2.1A	2/2	883	365	1,248	0.111466%	1.056, 2.085		
150*	L.1	1/1.5	1,171	146	1,317	0.147919%	1.001, 1.002		
151*	L.2	1/1.5	1,166	146	1,312	0.147191%	1.003, 1.004		
152*	L.2	1/1.5	1,166	146	1,312	0.147191%	1.005, 1.006		
153*	L.2	1/1.5	1,166	146	1,312	0.147191%	1.007, 1.008		
154*	L.2	1/1.5	1,166	146	1,312	0.147191%	1.009, 1.010		
155*	L.2	1/1.5	1,166	146	1,312	0.147191%	1.011, 1.012		
156*	L.2	1/1.5	1,166	146	1,312	0.147191%	1.013, 1.014		
157*	L.2	1/1.5	1,166	146	1,312	0.147191%	1.015, 1.016		
158*	L.2	1/1.5	1,166	146	1,312	0.147191%	1.017, 1.018		
201	3.2	3/2	925	45	970	0.116768%	2.127		
202	3.1B	3/2	1,075	45	1,120	0.135703%	2.124, 2.125		
203	3.1B	3/2	1,075	45	1,120	0.135703%	2.042, 20.43		
204	2.7B	2/2	760	41	801	0.095939%	2.128		
205	1.1	1/1	605	45	650	0.076372%	2.130		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
206	2.8B	2/2	781	41	822	0.098590%	2.129		
207	2.1B	2/2	883	45	928	0.111466%	2.020, 2.021		
208	2.1B	2/2	883	45	928	0.111466%	2.012, 2.013		
209	2.1B	2/2	883	45	928	0.111466%	2.018, 2.019		
210	2.1B	2/2	883	45	928	0.111466%	2.014, 2.015		
211	2.2	2/2	987	48	1,035	0.124594%	2.040, 2.041		
212	2.1B	2/2	883	45	928	0.111466%	2.016, 2.017		
213	1.4	1/1	640	45	685	0.080791%	2.131		
215	2.9	2/1.5	696	41	737	0.087860%	2.083		
217	2.9	2/1.5	696	41	737	0.087860%	2.084		
219	1.2	1/1	507	41	548	0.064001%	2.082		
250	2.10	2/1	769	0	769	0.097075%	2.001		
251	1.3	1/1	489	0	489	0.061729%	2.081		
252	2.5	2/1	723	0	723	0.091268%	2.002		
253	1.3	1/1	489	0	489	0.061729%	2.080		
254	2.5	2/1	723	0	723	0.091268%	2.003		
255	1.3	1/1	489	0	489	0.061729%	2.079		
256	2.5	2/1	723	0	723	0.091268%	2.004		
257	1.5	1/1	494	0	494	0.062360%	2.078		
258	2.6	2/1	763	0	763	0.096318%	2.006		
259	1.3	1/1	489	0	489	0.061729%	2.077		
260	2.5	2/1	723	0	723	0.091268%	2.007		
261	1.3	1/1	489	0	489	0.061729%	2.005		
262	2.5	2/1	723	0	723	0.091268%	2.046(c)		
263	1.3	1/1	489	0	489	0.061729%	2.044(c)		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
264	2.10	2/1	769	0	769	0.097075%	2.045(c)		
301	3.2	3/2	925	45	970	0.116768%	3.127		
302	3.1B	3/2	1,075	45	1,120	0.135703%	3.124, 3.125		
303	3.1B	3/2	1,075	45	1,120	0.135703%	3.042, 3.043		
304	2.7B	2/2	760	41	801	0.095939%	3.128		
305	1.1	1/1	605	45	650	0.076372%	3.130		
306	2.8B	2/2	781	41	822	0.098590%	3.129		
307	2.1B	2/2	883	45	928	0.111466%	3.020, 3.021		
308	2.1B	2/2	883	45	928	0.111466%	3.012, 3.013		
309	2.1B	2/2	883	45	928	0.111466%	3.018, 3.019		
310	2.1B	2/2	883	45	928	0.111466%	3.014, 3.015		
311	2.2	2/2	987	48	1,035	0.124594%	3.040, 3.041		
312	2.1B	2/2	883	45	928	0.111466%	3.016, 3.017		
313	1.4	1/1	640	45	685	0.080791%	3.131		
315	2.9	2/1.5	696	41	737	0.087860%	3.083		
317	2.9	2/1.5	696	41	737	0.087860%	3.084		
319	1.2	1/1	507	41	548	0.064001%	3.082		
350	2.10	2/1	769	0	769	0.097075%	3.001		
351	1.3	1/1	489	0	489	0.061729%	3.081		
352	2.5	2/1	723	0	723	0.091268%	3.002		
353	1.3	1/1	489	0	489	0.061729%	3.080		
354	2.5	2/1	723	0	723	0.091268%	3.003		
355	1.3	1/1	489	0	489	0.061729%	3.079		
356	2.5	2/1	723	0	723	0.091268%	3.004		
357	1.5	1/1	494	0	494	0.062360%	3.078		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
358	2.6	2/1	763	0	763	0.096318%	3.006		
359	1.3	1/1	489	0	489	0.061729%	3.077		
360	2.5	2/1	723	0	723	0.091268%	3.007		
361	1.3	1/1	489	0	489	0.061729%	3.005		
362	2.5	2/1	723	0	723	0.091268%	3.046(c)		
363	1.3	1/1	489	0	489	0.061729%	3.044(c)		
364	2.10	2/1	769	0	769	0.097075%	3.045(c)		
401	3.2	3/2	925	45	970	0.116768%	4.127		
402	3.1B	3/2	1,075	45	1,120	0.135703%	4.124, 4.125		
403	3.1B	3/2	1,075	45	1,120	0.135703%	4.042, 4.043		
404	2.7B	2/2	760	41	801	0.095939%	4.128		
405	1.1	1/1	605	45	650	0.076372%	4.130		
406	2.8B	2/2	781	41	822	0.098590%	4.129		
407	2.1B	2/2	883	45	928	0.111466%	4.020, 4.021		
408	2.1B	2/2	883	45	928	0.111466%	4.012, 4.013		
409	2.1B	2/2	883	45	928	0.111466%	4.018, 4.019		
410	2.1B	2/2	883	45	928	0.111466%	4.014, 4.015		
411	2.2	2/2	987	48	1,035	0.124594%	4.040, 4.041		
412	2.1B	2/2	883	45	928	0.111466%	4.016, 4.017		
413	1.4	1/1	640	45	685	0.080791%	4.131		
415	2.9	2/1.5	696	41	737	0.087860%	4.083		
417	2.9	2/1.5	696	41	737	0.087860%	4.084		
419	1.2	1/1	507	41	548	0.064001%	4.082		
450	2.10	2/1	769	0	769	0.097075%	4.001		
451	1.3	1/1	489	0	489	0.061729%	4.081		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
452	2.5	2/1	723	0	723	0.091268%	4.002		
453	1.3	1/1	489	0	489	0.061729%	4.080		
454	2.5	2/1	723	0	723	0.091268%	4.003		
455	1.3	1/1	489	0	489	0.061729%	4.079		
456	2.5	2/1	723	0	723	0.091268%	4.004		
457	1.5	1/1	494	0	494	0.062360%	4.078		
458	2.6	2/1	763	0	763	0.096318%	4.006		
459	1.3	1/1	489	0	489	0.061729%	4.077		
460	2.5	2/1	723	0	723	0.091268%	4.007		
461	1.3	1/1	489	0	489	0.061729%	4.005		
462	2.5	2/1	723	0	723	0.091268%	4.046(c)		
463	1.3	1/1	489	0	489	0.061729%	4.044(c)		
464	2.10	2/1	769	0	769	0.097075%	4.045(c)		
501	3.2	3/2	925	45	970	0.116768%	5.127		
502	3.1B	3/2	1,075	45	1,120	0.135703%	5.124, 5.125		
503	3.1B	3/2	1,075	45	1,120	0.135703%	5.040, 5.041		
504	2.7B	2/2	760	41	801	0.095939%	5.128		
505	1.1	1/1	605	45	650	0.076372%	5.130		
506	2.8B	2/2	781	41	822	0.098590%	5.129		
507	2.1B	2/2	883	45	928	0.111466%	5.020, 5.021		
508	2.1B	2/2	883	45	928	0.111466%	5.012, 5.013		
509	2.1B	2/2	883	45	928	0.111466%	5.018, 5.019		
510	2.1B	2/2	883	45	928	0.111466%	5.014, 5.015		
511	2.2	2/2	987	48	1,035	0.124594%	5.042, 5.043		
512	2.1B	2/2	883	45	928	0.111466%	5.016, 5.017		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
513	1.4	1/1	640	45	685	0.080791%	5.131		
515	2.9	2/1.5	696	41	737	0.087860%	5.083		
517	2.9	2/1.5	696	41	737	0.087860%	5.084		
519	1.2	1/1	507	41	548	0.064001%	5.082		
550	2.10	2/1	769	0	769	0.097075%	5.001		
551	1.3	1/1	489	0	489	0.061729%	5.081		
552	2.5	2/1	723	0	723	0.091268%	5.002		
553	1.3	1/1	489	0	489	0.061729%	5.080		
554	2.5	2/1	723	0	723	0.091268%	5.003		
555	1.3	1/1	489	0	489	0.061729%	5.079		
556	2.5	2/1	723	0	723	0.091268%	5.004		
557	1.5	1/1	494	0	494	0.062360%	5.078		
558	2.6	2/1	763	0	763	0.096318%	5.006		
559	1.3	1/1	489	0	489	0.061729%	5.077		
560	2.5	2/1	723	0	723	0.091268%	5.007		
561	1.3	1/1	489	0	489	0.061729%	5.005		
562	2.5	2/1	723	0	723	0.091268%	5.046(c)		
563	1.3	1/1	489	0	489	0.061729%	5.044(c)		
564	2.10	2/1	769	0	769	0.097075%	5.045(c)		
601	3.2	3/2	925	45	970	0.116768%	6.127		
602	3.1B	3/2	1,075	45	1,120	0.135703%	6.124, 6.125		
603	3.1B	3/2	1,075	45	1,120	0.135703%	6.048, 6.049		
604	2.7B	2/2	760	41	801	0.095939%	6.128		
605	1.1	1/1	605	45	650	0.076372%	6.130		
606	2.8B	2/2	781	41	822	0.098590%	6.129		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
607	2.1B	2/2	883	45	928	0.111466%	6.020, 6.021		
608	2.1B	2/2	883	45	928	0.111466%	6.012, 6.023		
609	2.1B	2/2	883	45	928	0.111466%	6.018, 6.019		
610	2.1B	2/2	883	45	928	0.111466%	6.014, 6.015		
611	2.2	2/2	987	48	1,035	0.124594%	6.051, 6.052		
612	2.1B	2/2	883	45	928	0.111466%	6.016, 6.017		
613	1.4	1/1	640	45	685	0.080791%	6.131		
615	2.9	2/1.5	696	41	737	0.087860%	6.083		
617	2.9	2/1.5	696	41	737	0.087860%	6.084		
619	1.2	1/1	507	41	548	0.064001%	6.082		
650	2.10	2/1	769	0	769	0.097075%	6.001		
651	1.3	1/1	489	0	489	0.061729%	6.081		
652	2.5	2/1	723	0	723	0.091268%	6.002		
653	1.3	1/1	489	0	489	0.061729%	6.080		
654	2.5	2/1	723	0	723	0.091268%	6.003		
655	1.3	1/1	489	0	489	0.061729%	6.079		
656	2.5	2/1	723	0	723	0.091268%	6.004		
657	1.5	1/1	494	0	494	0.062360%	6.078		
658	2.6	2/1	763	0	763	0.096318%	6.006		
659	1.3	1/1	489	0	489	0.061729%	6.077		
660	2.5	2/1	723	0	723	0.091268%	6.007		
661	1.3	1/1	489	0	489	0.061729%	6.005		
662	2.5	2/1	723	0	723	0.091268%	6.046(c)		
663	1.3	1/1	489	0	489	0.061729%	6.044(c)		
664	2.10	2/1	769	0	769	0.097075%	6.045(c)		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
701	3.2	3/2	925	45	970	0.116768%	7.127		
702	3.1B	3/2	1,075	45	1,120	0.135703%	7.095, 7.121		
703	3.1B	3/2	1,075	45	1,120	0.135703%	7.110, 7.112		
704	2.7B	2/2	760	41	801	0.095939%	7.128		
705	1.1	1/1	605	45	650	0.076372%	7.130		
706	2.8B	2/2	781	41	822	0.098590%	7.129		
707	2.1B	2/2	883	45	928	0.111466%	7.032, 7.033		
708	2.1B	2/2	883	45	928	0.111466%	7.008, 7.009		
709	2.1B	2/2	883	45	928	0.111466%	7.030, 7.031		
710	2.1B	2/2	883	45	928	0.111466%	7.010, 7.011		
711	2.2	2/2	987	48	1,035	0.124594%	7.107, 7.114		
712	2.1B	2/2	883	45	928	0.111466%	7.012, 7.013		
713	1.4	1/1	640	45	685	0.080791%	7.131		
715	2.9	2/1.5	696	41	737	0.087860%	7.083		
717	2.9	2/1.5	696	41	737	0.087860%	7.084		
719	1.2	1/1	507	41	548	0.064001%	7.082		
750	2.10	2/1	769	0	769	0.097075%	7.001		
751	1.3	1/1	489	0	489	0.061729%	7.081		
752	2.5	2/1	723	0	723	0.091268%	7.002		
753	1.3	1/1	489	0	489	0.061729%	7.080		
754	2.5	2/1	723	0	723	0.091268%	7.003		
755	1.3	1/1	489	0	489	0.061729%	7.079		
756	2.5	2/1	723	0	723	0.091268%	7.004		
757	1.5	1/1	494	0	494	0.062360%	7.078		
758	2.6	2/1	763	0	763	0.096318%	7.006		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
759	1.3	1/1	489	0	489	0.061729%	7.077		
760	2.5	2/1	723	0	723	0.091268%	7.007		
761	1.3	1/1	489	0	489	0.061729%	7.005		
762	2.5	2/1	723	0	723	0.091268%	7.046(c)		
763	1.3	1/1	489	0	489	0.061729%	7.044(c)		
764	2.10	2/1	769	0	769	0.097075%	7.045(c)		
801	3.2	3/2	925	45	970	0.116768%	8.127		
802	3.1B	3/2	1,075	45	1,120	0.135703%	8.095, 8.121		
803	3.1B	3/2	1,075	45	1,120	0.135703%	8.110, 8.112		
804	2.7B	2/2	760	41	801	0.095939%	8.128		
805	1.1	1/1	605	45	650	0.076372%	8.130		
806	2.8B	2/2	781	41	822	0.098590%	8.129		
807	2.1B	2/2	883	45	928	0.111466%	8.032, 8.033		
808	2.1B	2/2	883	45	928	0.111466%	8.008, 8.009		
809	2.1B	2/2	883	45	928	0.111466%	8.034, 8.035		
810	2.1B	2/2	883	45	928	0.111466%	8.010, 8.011		
811	2.2	2/2	987	48	1,035	0.124594%	8.107, 8.114		
812	2.1B	2/2	883	45	928	0.111466%	8.012, 8.013		
813	1.4	1/1	640	45	685	0.080791%	8.131		
815	2.9	2/1.5	696	41	737	0.087860%	8.083		
817	2.9	2/1.5	696	41	737	0.087860%	8.084		
819	1.2	1/1	507	41	548	0.064001%	8.082		
850	2.10	2/1	769	0	769	0.097075%	8.001		
851	1.3	1/1	489	0	489	0.061729%	8.081		
852	2.5	2/1	723	0	723	0.091268%	8.002		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
853	1.3	1/1	489	0	489	0.061729%	8.080		
854	2.5	2/1	723	0	723	0.091268%	8.003		
855	1.3	1/1	489	0	489	0.061729%	8.079		
856	2.5	2/1	723	0	723	0.091268%	8.004		
857	1.5	1/1	494	0	494	0.062360%	8.078		
858	2.6	2/1	763	0	763	0.096318%	8.006		
859	1.3	1/1	489	0	489	0.061729%	8.077		
860	2.5	2/1	723	0	723	0.091268%	8.007		
861	1.3	1/1	489	0	489	0.061729%	8.005		
862	2.5	2/1	723	0	723	0.091268%	8.046(c)		
863	1.3	1/1	489	0	489	0.061729%	8.044(c)		
864	2.10	2/1	769	0	769	0.097075%	8.045(c)		
901	3.2	3/2	925	45	970	0.116768%	9.127		
902	3.1B	3/2	1,075	45	1,120	0.135703%	9.095, 9.121		
903	3.1B	3/2	1,075	45	1,120	0.135703%	9.110, 9.112		
904	2.7B	2/2	760	41	801	0.095939%	9.128		
905	1.1	1/1	605	45	650	0.076372%	9.130		
906	2.8B	2/2	781	41	822	0.098590%	9.129		
907	2.1B	2/2	883	45	928	0.111466%	9.108, 9.109		
908	2.1B	2/2	883	45	928	0.111466%	9.096, 9.097		
909	2.1B	2/2	883	45	928	0.111466%	9.050, 9.111		
910	2.1B	2/2	883	45	928	0.111466%	9.093, 9.094		
911	2.2	2/2	987	48	1,035	0.124594%	9.107, 9.114		
912	2.1B	2/2	883	45	928	0.111466%	9.091, 9.092		
913	1.4	1/1	640	45	685	0.080791%	9.131		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
915	2.9	2/1.5	696	41	737	0.087860%	9.083		
917	2.9	2/1.5	696	41	737	0.087860%	9.084		
919	1.2	1/1	507	41	548	0.064001%	9.082		
950	2.10	2/1	769	0	769	0.097075%	9.001		
951	1.3	1/1	489	0	489	0.061729%	9.081		
952	2.5	2/1	723	0	723	0.091268%	9.002		
953	1.3	1/1	489	0	489	0.061729%	9.080		
954	2.5	2/1	723	0	723	0.091268%	9.003		
955	1.3	1/1	489	0	489	0.061729%	9.079		
956	2.5	2/1	723	0	723	0.091268%	9.004		
957	1.5	1/1	494	0	494	0.062360%	9.078		
958	2.6	2/1	763	0	763	0.096318%	9.006		
959	1.3	1/1	489	0	489	0.061729%	9.077		
960	2.5	2/1	723	0	723	0.091268%	9.007		
961	1.3	1/1	489	0	489	0.061729%	9.005		
962	2.5	2/1	723	0	723	0.091268%	9.046(c)		
963	1.3	1/1	489	0	489	0.061729%	9.044(c)		
964	2.10	2/1	769	0	769	0.097075%	9.045(c)		
1001	3.2	3/2	925	45	970	0.116768%	10.127		
1002	3.1B	3/2	1,075	45	1,120	0.135703%	10.096, 10.121		
1003	3.1B	3/2	1,075	45	1,120	0.135703%	10.110, 10.112		
1004	2.7B	2/2	760	41	801	0.095939%	10.128		
1005	1.1	1/1	605	45	650	0.076372%	10.130		
1006	2.8B	2/2	781	41	822	0.098590%	10.129		
1007	2.1B	2/2	883	45	928	0.111466%	10.050, 10.111		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
1008	2.1B	2/2	883	45	928	0.111466%	10.094, 10.095		
1009	2.1B	2/2	883	45	928	0.111466%	10.108, 10.109		
1010	2.1B	2/2	883	45	928	0.111466%	10.092, 10.093		
1011	2.2	2/2	987	48	1,035	0.124594%	10.107, 10.114		
1012	2.1B	2/2	883	45	928	0.111466%	10.090, 10.091		
1013	1.4	1/1	640	45	685	0.080791%	10.131		
1015	2.9	2/1.5	696	41	737	0.087860%	10.083		
1017	2.9	2/1.5	696	41	737	0.087860%	10.084		
1019	1.2	1/1	507	41	548	0.064001%	10.082		
1050	2.10	2/1	769	0	769	0.097075%	10.001		
1051	1.3	1/1	489	0	489	0.061729%	10.081		
1052	2.5	2/1	723	0	723	0.091268%	10.002		
1053	1.3	1/1	489	0	489	0.061729%	10.080		
1054	2.5	2/1	723	0	723	0.091268%	10.003		
1055	1.3	1/1	489	0	489	0.061729%	10.079		
1056	2.5	2/1	723	0	723	0.091268%	10.004		
1057	1.5	1/1	494	0	494	0.062360%	10.078		
1058	2.6	2/1	763	0	763	0.096318%	10.006		
1059	1.3	1/1	489	0	489	0.061729%	10.077		
1060	2.5	2/1	723	0	723	0.091268%	10.007		
1061	1.3	1/1	489	0	489	0.061729%	10.005		
1062	2.5	2/1	723	0	723	0.091268%	10.046(c)		
1063	1.3	1/1	489	0	489	0.061729%	10.044(c)		
1064	2.10	2/1	769	0	769	0.097075%	10.045(c)		
1101	3.2	3/2	925	45	970	0.116768%	11.051		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
1102	3.1B	3/2	1,075	45	1,120	0.135703%	11.096, 11.121		
1103	3.1B	3/2	1,075	45	1,120	0.135703%	11.110, 11.112		
1104	2.7B	2/2	760	41	801	0.095939%	11.097		
1105	1.1	1/1	605	45	650	0.076372%	11.047		
1106	2.8B	2/2	781	41	822	0.098590%	11.098		
1107	2.1B	2/2	883	45	928	0.111466%	11.050, 11.111		
1108	2.1B	2/2	883	45	928	0.111466%	11.094, 11.095		
1109	2.1B	2/2	883	45	928	0.111466%	11.108, 11.109		
1110	2.1B	2/2	883	45	928	0.111466%	11.092, 11.093		
1111	2.2	2/2	987	48	1,035	0.124594%	11.107, 11.114		
1112	2.1B	2/2	883	45	928	0.111466%	11.090, 11.091		
1113	1.4	1/1	640	45	685	0.080791%	11.048		
1115	2.9	2/1.5	696	41	737	0.087860%	11.029		
1117	2.9	2/1.5	696	41	737	0.087860%	11.028		
1119	1.2	1/1	507	41	548	0.064001%	11.082		
1150	2.10	2/1	769	0	769	0.097075%	11.001		
1151	1.3	1/1	489	0	489	0.061729%	11.081		
1152	2.5	2/1	723	0	723	0.091268%	11.002		
1153	1.3	1/1	489	0	489	0.061729%	11.080		
1154	2.5	2/1	723	0	723	0.091268%	11.003		
1155	1.3	1/1	489	0	489	0.061729%	11.079		
1156	2.5	2/1	723	0	723	0.091268%	11.004		
1157	1.5	1/1	494	0	494	0.062360%	11.078		
1158	2.6	2/1	763	0	763	0.096318%	11.006		
1159	1.3	1/1	489	0	489	0.061729%	11.077		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
1160	2.5	2/1	723	0	723	0.091268%	11.007		
1161	1.3	1/1	489	0	489	0.061729%	11.005		
1162	2.5	2/1	723	0	723	0.091268%	11.046(c)		
1163	1.3	1/1	489	0	489	0.061729%	11.044(c)		
1164	2.10	2/1	769	0	769	0.097075%	11.045(c)		
1201	3.2	3/2	925	45	970	0.116768%	12.051		
1202	3.1B	3/2	1,075	45	1,120	0.135703%	12.094, 12.121		
1203	3.1B	3/2	1,075	45	1,120	0.135703%	12.110, 12.112		
1204	2.7B	2/2	760	41	801	0.095939%	12.099		
1205	1.1	1/1	605	45	650	0.076372%	12.048		
1206	2.8B	2/2	781	41	822	0.098590%	12.098		
1207	2.1B	2/2	883	45	928	0.111466%	12.050, 12.111		
1208	2.1B	2/2	883	45	928	0.111466%	12.092, 12.093		
1209	2.1B	2/2	883	45	928	0.111466%	12.108, 12.109		
1210	2.1B	2/2	883	45	928	0.111466%	12.090, 12.091		
1211	2.2	2/2	987	48	1,035	0.124594%	12.107, 12.114		
1212	2.1B	2/2	883	45	928	0.111466%	12.088, 12.089		
1213	1.4	1/1	640	45	685	0.080791%	12.049		
1215	2.9	2/1.5	696	41	737	0.087860%	12.047		
1217	2.9	2/1.5	696	41	737	0.087860%	12.043		
1219	1.2	1/1	507	41	548	0.064001%	12.082		
1250	2.10	2/1	769	0	769	0.097075%	12.001		
1251	1.3	1/1	489	0	489	0.061729%	12.002		
1252	2.5	2/1	723	0	723	0.091268%	12.003		
1253	1.3	1/1	489	0	489	0.061729%	12.004		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
1254	2.5	2/1	723	0	723	0.091268%	12.005		
1255	1.3	1/1	489	0	489	0.061729%	12.006		
1256	2.5	2/1	723	0	723	0.091268%	12.007		
1257	1.5	1/1	494	0	494	0.062360%	12.008		
1258	2.6	2/1	763	0	763	0.096318%	12.024		
1259	1.3	1/1	489	0	489	0.061729%	12.022		
1260	2.5	2/1	723	0	723	0.091268%	12.026		
1261	1.3	1/1	489	0	489	0.061729%	12.023		
1262	2.5	2/1	723	0	723	0.091268%	12.046(c)		
1263	1.3	1/1	489	0	489	0.061729%	12.044(c)		
1264	2.10	2/1	769	0	769	0.097075%	12.045(c)		
1300	3.2	3/2	925	45	970	0.116768%	9.126		
1301	3.2	3/2	925	45	970	0.116768%	12.053		
1302	3.1B	3/2	1,075	45	1,120	0.135703%	3.069, 3.070		
1303	3.1B	3/2	1,075	45	1,120	0.135703%	5.050, 5.111		
1304	2.7B	2/2	760	41	801	0.095939%	10.009		
1305	1.1	1/1	605	45	650	0.076372%	11.049		
1306	2.8B	2/2	781	41	822	0.098590%	10.008		
1307	2.1B	2/2	883	45	928	0.111466%	8.042, 8.043		
1308	2.1B	2/2	883	45	928	0.111466%	8.022, 8.023		
1309	2.1B	2/2	883	45	928	0.111466%	8.057, 8.058		
1310	2.1B	2/2	883	45	928	0.111466%	8.020, 8.021		
1311	2.2	2/2	987	48	1,035	0.124594%	5.053, 5.054		
1312	2.1B	2/2	883	45	928	0.111466%	8.018, 8.019		
1313	1.4	1/1	640	45	685	0.080791%	10.101		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
1314	2.3A	2/2	706	0	706	0.089122%	13.021(o)		
1315	2.9	2/1.5	696	41	737	0.087860%	13.041(o)		
1316	2.3A	2/2	706	0	706	0.089122%	13.022(o)		
1317	2.9	2/1.5	696	41	737	0.087860%	13.045(o)		
1318	2.3A	2/2	706	0	706	0.089122%	13.023(o)		
1319	1.2	1/1	507	41	548	0.064001%	13.037(o)		
1320	2.4A	2/2	701	0	701	0.088491%	13.020(o)		
1400	3.2	3/2	925	45	970	0.116768%	9.125		
1401	3.2	3/2	925	45	970	0.116768%	12.052		
1402	3.1B	3/2	1,075	45	1,120	0.135703%	3.067, 3.068		
1403	3.1B	3/2	1,075	45	1,120	0.135703%	4.028, 4.029		
1404	2.7B	2/2	760	41	801	0.095939%	10.011		
1405	1.1	1/1	605	45	650	0.076372%	11.104		
1406	2.8B	2/2	781	41	822	0.098590%	10.010		
1407	2.1B	2/2	883	45	928	0.111466%	8.040, 8.041		
1408	2.1B	2/2	883	45	928	0.111466%	8.070, 8.071		
1409	2.1B	2/2	883	45	928	0.111466%	8.036, 8.037		
1410	2.1B	2/2	883	45	928	0.111466%	8.072, 8.073		
1411	2.2	2/2	987	48	1,035	0.124594%	5.051, 5.052		
1412	2.1B	2/2	883	45	928	0.111466%	8.075, 8.076		
1413	1.4	1/1	640	45	685	0.080791%	10.102		
1414	2.3B	2/2	706	41	747	0.089122%	13.024(o)		
1415	2.9	2/1.5	696	41	737	0.087860%	13.046(o)		
1416	2.3B	2/2	706	41	747	0.089122%	13.025(o)		
1417	2.9	2/1.5	696	41	737	0.087860%	13.047(o)		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
1418	2.3B	2/2	706	41	747	0.089122%	13.026(o)		
1419	1.2	1/1	507	41	548	0.064001%	13.038(o)		
1420	2.4B	2/2	701	41	742	0.088491%	12.081		
1500	3.2	3/2	925	45	970	0.116768%	9.124		
1501	3.2	3/2	925	45	970	0.116768%	9.024		
1502	3.1B	3/2	1,075	45	1,120	0.135703%	3.090, 3.091		
1503	3.1B	3/2	1,075	45	1,120	0.135703%	4.032, 4.033		
1504	2.7B	2/2	760	41	801	0.095939%	10.013		
1505	1.1	1/1	605	45	650	0.076372%	11.105		
1506	2.8B	2/2	781	41	822	0.098590%	10.012		
1507	2.1B	2/2	883	45	928	0.111466%	8.055, 8.056		
1508	2.1B	2/2	883	45	928	0.111466%	8.064, 8.065		
1509	2.1B	2/2	883	45	928	0.111466%	8.038, 8.039		
1510	2.1B	2/2	883	45	928	0.111466%	8.066, 8.067		
1511	2.2	2/2	987	48	1,035	0.124594%	5.105, 5.106		
1512	2.1B	2/2	883	45	928	0.111466%	8.068, 8.069		
1513	1.4	1/1	640	45	685	0.080791%	10.052		
1514	2.3B	2/2	706	41	747	0.089122%	12.080		
1515	2.9	2/1.5	696	41	737	0.087860%	12.037		
1516	2.3B	2/2	706	41	747	0.089122%	12.079		
1517	2.9	2/1.5	696	41	737	0.087860%	12.038		
1518	2.3B	2/2	706	41	747	0.089122%	12.078		
1519	1.2	1/1	507	41	548	0.064001%	13.039(o)		
1520	2.4B	2/2	701	41	742	0.088491%	12.083		
1600	3.2	3/2	925	45	970	0.116768%	9.076		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
1601	3.2	3/2	925	45	970	0.116768%	9.026		
1602	3.1B	3/2	1,075	45	1,120	0.135703%	2.010, 2.011		
1603	3.1B	3/2	1,075	45	1,120	0.135703%	4.059, 4.060		
1604	2.7B	2/2	760	41	801	0.095939%	10.015		
1605	1.1	1/1	605	45	650	0.076372%	11.106		
1606	2.8B	2/2	781	41	822	0.098590%	10.014		
1607	2.1B	2/2	883	45	928	0.111466%	8.101, 8.102		
1608	2.1B	2/2	883	45	928	0.111466%	7.016, 7.017		
1609	2.1B	2/2	883	45	928	0.111466%	8.053, 8.054		
1610	2.1B	2/2	883	45	928	0.111466%	7.014, 7.015		
1611	2.2	2/2	987	48	1,035	0.124594%	5.048, 5.049		
1612	2.1B	2/2	883	45	928	0.111466%	8.062, 8.063		
1613	1.4	1/1	640	45	685	0.080791%	8.030		
1614	2.3B	2/2	706	41	747	0.089122%	12.009		
1615	2.9	2/1.5	696	41	737	0.087860%	12.039		
1616	2.3B	2/2	706	41	747	0.089122%	12.084		
1617	2.9	2/1.5	696	41	737	0.087860%	12.040		
1618	2.3B	2/2	706	41	747	0.089122%	12.077		
1619	1.2	1/1	507	41	548	0.064001%	13.040(o)		
1620	2.4B	2/2	701	41	742	0.088491%	12.131(o)		
1700	3.2	3/2	925	45	970	0.116768%	9.075		
1701	3.2	3/2	925	45	970	0.116768%	9.028		
1702	3.1B	3/2	1,075	45	1,120	0.135703%	2.075, 2.076		
1703	3.1B	3/2	1,075	45	1,120	0.135703%	4.057, 4.058		
1704	2.7B	2/2	760	41	801	0.095939%	10.017		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
1705	1.1	1/1	605	45	650	0.076372%	9.057		
1706	2.8B	2/2	781	41	822	0.098590%	10.016		
1707	2.1B	2/2	883	45	928	0.111466%	8.048, 8.049		
1708	2.1B	2/2	883	45	928	0.111466%	7.022, 7.023		
1709	2.1B	2/2	883	45	928	0.111466%	8.104, 8.105		
1710	2.1B	2/2	883	45	928	0.111466%	7.020, 7.021		
1711	2.2	2/2	987	48	1,035	0.124594%	5.107, 5.108		
1712	2.1B	2/2	883	45	928	0.111466%	7.018, 7.019		
1713	1.4	1/1	640	45	685	0.080791%	8.047		
1714	2.3B	2/2	706	41	747	0.089122%	12.128(o)		
1715	2.9	2/1.5	696	41	737	0.087860%	12.041		
1716	2.3B	2/2	706	41	747	0.089122%	12.130(o)		
1717	2.9	2/1.5	696	41	737	0.087860%	12.042		
1718	2.3B	2/2	706	41	747	0.089122%	12.129(o)		
1719	1.2	1/1	507	41	548	0.064001%	12.036		
1720	2.4B	2/2	701	41	742	0.088491%	12.127(o)		
1800	3.2	3/2	925	45	970	0.116768%	9.074		
1801	3.2	3/2	925	45	970	0.116768%	9.029		
1802	3.1B	3/2	1,075	45	1,120	0.135703%	2.073, 2.074		
1803	3.1B	3/2	1,075	45	1,120	0.135703%	4.055, 4.056		
1804	2.7B	2/2	760	41	801	0.095939%	10.019		
1805	1.1	1/1	605	45	650	0.076372%	9.056		
1806	2.8B	2/2	781	41	822	0.098590%	10.018		
1807	2.1B	2/2	883	45	928	0.111466%	8.050, 8.111		
1808	2.1B	2/2	883	45	928	0.111466%	8.089, 8.090		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
1809	2.1B	2/2	883	45	928	0.111466%	8.051, 8.052		
1810	2.1B	2/2	883	45	928	0.111466%	8.087, 8.088		
1811	2.2	2/2	987	48	1,035	0.124594%	5.109, 5.110		
1812	2.1B	2/2	883	45	928	0.111466%	8.085, 8.086		
1813	1.4	1/1	640	45	685	0.080791%	7.123		
1814	2.3B	2/2	706	41	747	0.089122%	12.033		
1815	2.9	2/1.5	696	41	737	0.087860%	12.057		
1816	2.3B	2/2	706	41	747	0.089122%	12.028		
1817	2.9	2/1.5	696	41	737	0.087860%	12.056		
1818	2.3B	2/2	706	41	747	0.089122%	12.029		
1819	1.2	1/1	507	41	548	0.064001%	11.030		
1820	2.4B	2/2	701	41	742	0.088491%	12.030		
1900	3.2	3/2	925	45	970	0.116768%	9.073		
1901	3.2	3/2	925	45	970	0.116768%	9.030		
1902	3.1B	3/2	1,075	45	1,120	0.135703%	2.022, 2.023		
1903	3.1B	3/2	1,075	45	1,120	0.135703%	4.103, 4.104		
1904	2.7B	2/2	760	41	801	0.095939%	10.021		
1905	1.1	1/1	605	45	650	0.076372%	9.055		
1906	2.8B	2/2	781	41	822	0.098590%	10.020		
1907	2.1B	2/2	883	45	928	0.111466%	8.106, 8.115		
1908	2.1B	2/2	883	45	928	0.111466%	8.096, 8.097		
1909	2.1B	2/2	883	45	928	0.111466%	8.108, 8.109		
1910	2.1B	2/2	883	45	928	0.111466%	8.093, 8.094		
1911	2.2	2/2	987	48	1,035	0.124594%	4.030, 4.031		
1912	2.1B	2/2	883	45	928	0.111466%	8.091, 8.092		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
1913	1.4	1/1	640	45	685	0.080791%	7.024		
1914	2.3B	2/2	706	41	747	0.089122%	12.034		
1915	2.9	2/1.5	696	41	737	0.087860%	12.055		
1916	2.3B	2/2	706	41	747	0.089122%	12.031		
1917	2.9	2/1.5	696	41	737	0.087860%	12.054		
1918	2.3B	2/2	706	41	747	0.089122%	12.032		
1919	1.2	1/1	507	41	548	0.064001%	11.031		
1920	2.4B	2/2	701	41	742	0.088491%	12.035		
2000	3.2	3/2	925	45	970	0.116768%	9.072		
2001	3.2	3/2	925	45	970	0.116768%	9.064		
2002	3.1B	3/2	1,075	45	1,120	0.135703%	2.071, 2.072		
2003	3.1B	3/2	1,075	45	1,120	0.135703%	4.038, 4.039		
2004	2.7B	2/2	760	41	801	0.095939%	10.023		
2005	1.1	1/1	605	45	650	0.076372%	9.054		
2006	2.8B	2/2	781	41	822	0.098590%	10.022		
2007	2.1B	2/2	883	45	928	0.111466%	7.059, 7.060		
2008	2.1B	2/2	883	45	928	0.111466%	8.098, 8.120		
2009	2.1B	2/2	883	45	928	0.111466%	7.034, 7.035		
2010	2.1B	2/2	883	45	928	0.111466%	8.099, 8.118		
2011	2.2	2/2	987	48	1,035	0.124594%	3.030, 3.031		
2012	2.1B	2/2	883	45	928	0.111466%	8.103, 8.117		
2013	1.4	1/1	640	45	685	0.080791%	7.028		
2014	2.3B	2/2	706	41	747	0.089122%	11.008		
2015	2.9	2/1.5	696	41	737	0.087860%	10.029		
2016	2.3B	2/2	706	41	747	0.089122%	11.084		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
2017	2.9	2/1.5	696	41	737	0.087860%	10.028		
2018	2.3B	2/2	706	41	747	0.089122%	11.083		
2019	1.2	1/1	507	41	548	0.064001%	11.032		
2020	2.4B	2/2	701	41	742	0.088491%	11.129		
2100	3.2	3/2	925	45	970	0.116768%	9.071		
2101	3.2	3/2	925	45	970	0.116768%	9.063		
2102	3.1B	3/2	1,075	45	1,120	0.135703%	3.092, 6.117		
2103	3.1B	3/2	1,075	45	1,120	0.135703%	4.048, 4.049		
2104	2.7B	2/2	760	41	801	0.095939%	10.026		
2105	1.1	1/1	605	45	650	0.076372%	9.053		
2106	2.8B	2/2	781	41	822	0.098590%	10.024		
2107	2.1B	2/2	883	45	928	0.111466%	7.036, 7.037		
2108	2.1B	2/2	883	45	928	0.111466%	7.075, 7.076		
2109	2.1B	2/2	883	45	928	0.111466%	7.057, 7.058		
2110	2.1B	2/2	883	45	928	0.111466%	6.010, 6.011		
2111	2.2	2/2	987	48	1,035	0.124594%	4.034, 4.035		
2112	2.1B	2/2	883	45	928	0.111466%	6.008, 6.009		
2113	1.4	1/1	640	45	685	0.080791%	7.047		
2114	2.3B	2/2	706	41	747	0.089122%	12.010		
2115	2.9	2/1.5	696	41	737	0.087860%	10.031		
2116	2.3B	2/2	706	41	747	0.089122%	11.130		
2117	2.9	2/1.5	696	41	737	0.087860%	10.030		
2118	2.3B	2/2	706	41	747	0.089122%	11.131		
2119	1.2	1/1	507	41	548	0.064001%	11.033		
2120	2.4B	2/2	701	41	742	0.088491%	11.128		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
2200	3.2	3/2	925	45	970	0.116768%	9.070		
2201	3.2	3/2	925	45	970	0.116768%	9.062		
2202	3.1B	3/2	1,075	45	1,120	0.135703%	3.093, 6.118		
2203	3.1B	3/2	1,075	45	1,120	0.135703%	4.051, 4.052		
2204	2.7B	2/2	760	41	801	0.095939%	10.126		
2205	1.1	1/1	605	45	650	0.076372%	9.052		
2206	2.8B	2/2	781	41	822	0.098590%	10.123		
2207	2.1B	2/2	883	45	928	0.111466%	7.040, 7.041		
2208	2.1B	2/2	883	45	928	0.111466%	7.068, 7.069		
2209	2.1B	2/2	883	45	928	0.111466%	7.042, 7.043		
2210	2.1B	2/2	883	45	928	0.111466%	7.070, 7.071		
2211	2.2	2/2	987	48	1,035	0.124594%	4.101, 4.102		
2212	2.1B	2/2	883	45	928	0.111466%	7.072, 7.073		
2213	1.4	1/1	640	45	685	0.080791%	6.126		
2214	2.3B	2/2	706	41	747	0.089122%	12.011		
2215	2.9	2/1.5	696	41	737	0.087860%	10.033		
2216	2.3B	2/2	706	41	747	0.089122%	11.010		
2217	2.9	2/1.5	696	41	737	0.087860%	10.032		
2218	2.3B	2/2	706	41	747	0.089122%	11.009		
2219	1.2	1/1	507	41	548	0.064001%	11.034		
2220	2.4B	2/2	701	41	742	0.088491%	12.012		
2300	3.2	3/2	925	45	970	0.116768%	9.069		
2301	3.2	3/2	925	45	970	0.116768%	9.098		
2302	3.1B	3/2	1,075	45	1,120	0.135703%	2.069, 2.070		
2303	3.1B	3/2	1,075	45	1,120	0.135703%	4.050, 4.111		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
2304	2.7B	2/2	760	41	801	0.095939%	10.124		
2305	1.1	1/1	605	45	650	0.076372%	9.051		
2306	2.8B	2/2	781	41	822	0.098590%	10.125		
2307	2.1B	2/2	883	45	928	0.111466%	7.053, 7.054		
2308	2.1B	2/2	883	45	928	0.111466%	7.062, 7.063		
2309	2.1B	2/2	883	45	928	0.111466%	7.055, 7.056		
2310	2.1B	2/2	883	45	928	0.111466%	7.064, 7.065		
2311	2.2	2/2	987	48	1,035	0.124594%	4.036, 4.037		
2312	2.1B	2/2	883	45	928	0.111466%	7.066, 7.067		
2313	1.4	1/1	640	45	685	0.080791%	6.023		
2314	2.3B	2/2	706	41	747	0.089122%	12.015		
2315	2.9	2/1.5	696	41	737	0.087860%	10.035		
2316	2.3B	2/2	706	41	747	0.089122%	12.013		
2317	2.9	2/1.5	696	41	737	0.087860%	10.034		
2318	2.3B	2/2	706	41	747	0.089122%	12.014		
2319	1.2	1/1	507	41	548	0.064001%	11.035		
2320	2.4B	2/2	701	41	742	0.088491%	12.016		
2400	3.2	3/2	925	45	970	0.116768%	9.068		
2401	3.2	3/2	925	45	970	0.116768%	9.099		
2402	3.1B	3/2	1,075	45	1,120	0.135703%	2.088, 2.089		
2403	3.1B	3/2	1,075	45	1,120	0.135703%	4.109, 4.110		
2404	2.7B	2/2	760	41	801	0.095939%	10.075		
2405	1.1	1/1	605	45	650	0.076372%	9.101		
2406	2.8B	2/2	781	41	822	0.098590%	10.076		
2407	2.1B	2/2	883	45	928	0.111466%	7.038, 7.039		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
2408	2.1B	2/2	883	45	928	0.111466%	7.087, 7.088		
2409	2.1B	2/2	883	45	928	0.111466%	7.101, 7.102		
2410	2.1B	2/2	883	45	928	0.111466%	7.085, 7.086		
2411	2.2	2/2	987	48	1,035	0.124594%	4.053, 4.054		
2412	2.1B	2/2	883	45	928	0.111466%	7.124, 7.125		
2413	1.4	1/1	640	45	685	0.080791%	6.047		
2414	2.3B	2/2	706	41	747	0.089122%	12.019		
2415	2.9	2/1.5	696	41	737	0.087860%	10.037		
2416	2.3B	2/2	706	41	747	0.089122%	12.017		
2417	2.9	2/1.5	696	41	737	0.087860%	10.036		
2418	2.3B	2/2	706	41	747	0.089122%	12.018		
2419	1.2	1/1	507	41	548	0.064001%	11.036		
2420	2.4B	2/2	701	41	742	0.088491%	12.020		
2500	3.2	3/2	925	45	970	0.116768%	9.067		
2501	3.2	3/2	925	45	970	0.116768%	9.031		
2502	3.1B	3/2	1,075	45	1,120	0.135703%	2.090, 6.120		
2503	3.1B	3/2	1,075	45	1,120	0.135703%	3.059, 3.060		
2504	2.7B	2/2	760	41	801	0.095939%	10.073		
2505	1.1	1/1	605	45	650	0.076372%	9.102		
2506	2.8B	2/2	781	41	822	0.098590%	10.074		
2507	2.1B	2/2	883	45	928	0.111466%	7.051, 7.052		
2508	2.1B	2/2	883	45	928	0.111466%	7.093, 7.094		
2509	2.1B	2/2	883	45	928	0.111466%	7.048, 7.049		
2510	2.1B	2/2	883	45	928	0.111466%	7.091, 7.092		
2511	2.2	2/2	987	48	1,035	0.124594%	4.105, 4.106		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
2512	2.1B	2/2	883	45	928	0.111466%	7.089, 7.090		
2513	1.4	1/1	640	45	685	0.080791%	5.126		
2514	2.3B	2/2	706	41	747	0.089122%	12.126(o)		
2515	2.9	2/1.5	696	41	737	0.087860%	10.039		
2516	2.3B	2/2	706	41	747	0.089122%	12.021		
2517	2.9	2/1.5	696	41	737	0.087860%	10.038		
2518	2.3B	2/2	706	41	747	0.089122%	12.123		
2519	1.2	1/1	507	41	548	0.064001%	11.037		
2520	2.4B	2/2	701	41	742	0.088491%	12.125(o)		
2600	3.2	3/2	925	45	970	0.116768%	9.066		
2601	3.2	3/2	925	45	970	0.116768%	9.032		
2602	3.1B	3/2	1,075	45	1,120	0.135703%	2.060, 6.121		
2603	3.1B	3/2	1,075	45	1,120	0.135703%	3.032, 3.033		
2604	2.7B	2/2	760	41	801	0.095939%	10.071		
2605	1.1	1/1	605	45	650	0.076372%	9.103		
2606	2.8B	2/2	781	41	822	0.098590%	10.072		
2607	2.1B	2/2	883	45	928	0.111466%	7.050, 7.111		
2608	2.1B	2/2	883	45	928	0.111466%	5.010, 5.011		
2609	2.1B	2/2	883	45	928	0.111466%	7.104, 7.105		
2610	2.1B	2/2	883	45	928	0.111466%	5.008, 5.009		
2611	2.2	2/2	987	48	1,035	0.124594%	4.107, 4.108		
2612	2.1B	2/2	883	45	928	0.111466%	7.096, 7.097		
2613	1.4	1/1	640	45	685	0.080791%	5.022		
2614	2.3B	2/2	706	41	747	0.089122%	12.068		
2615	2.9	2/1.5	696	41	737	0.087860%	10.041		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
2616	2.3B	2/2	706	41	747	0.089122%	12.124(o)		
2617	2.9	2/1.5	696	41	737	0.087860%	10.040		
2618	2.3B	2/2	706	41	747	0.089122%	12.076		
2619	1.2	1/1	507	41	548	0.064001%	11.038		
2620	2.4B	2/2	701	41	742	0.088491%	12.069		
2700	3.2	3/2	925	45	970	0.116768%	9.065		
2701	3.2	3/2	925	45	970	0.116768%	9.033		
2702	3.1B	3/2	1,075	45	1,120	0.135703%	3.065, 3.066		
2703	3.1B	3/2	1,075	45	1,120	0.135703%	3.055, 3.056		
2704	2.7B	2/2	760	41	801	0.095939%	10.069		
2705	1.1	1/1	605	45	650	0.076372%	9.104		
2706	2.8B	2/2	781	41	822	0.098590%	10.070		
2707	2.1B	2/2	883	45	928	0.111466%	6.028, 6.029		
2708	2.1B	2/2	883	45	928	0.111466%	2.008, 2.009		
2709	2.1B	2/2	883	45	928	0.111466%	7.108, 7.109		
2710	2.1B	2/2	883	45	928	0.111466%	3.008, 3.009		
2711	2.2	2/2	987	48	1,035	0.124594%	3.028, 3.029		
2712	2.1B	2/2	883	45	928	0.111466%	4.008, 4.009		
2713	1.4	1/1	640	45	685	0.080791%	5.023		
2714	2.3B	2/2	706	41	747	0.089122%	12.064		
2715	2.9	2/1.5	696	41	737	0.087860%	10.043		
2716	2.3B	2/2	706	41	747	0.089122%	12.065		
2717	2.9	2/1.5	696	41	737	0.087860%	10.042		
2718	2.3B	2/2	706	41	747	0.089122%	12.066		
2719	1.2	1/1	507	41	548	0.064001%	11.039		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
2720	2.4B	2/2	701	41	742	0.088491%	12.067		
2800	3.2	3/2	925	45	970	0.116768%	9.085		
2801	3.2	3/2	925	45	970	0.116768%	9.034		
2802	3.1B	3/2	1,075	45	1,120	0.135703%	3.094, 3.095		
2803	3.1B	3/2	1,075	45	1,120	0.135703%	3.038, 3.039		
2804	2.7B	2/2	760	41	801	0.095939%	10.067		
2805	1.1	1/1	605	45	650	0.076372%	9.105		
2806	2.8B	2/2	781	41	822	0.098590%	10.068		
2807	2.1B	2/2	883	45	928	0.111466%	6.032, 6.033		
2808	2.1B	2/2	883	45	928	0.111466%	6.071, 6.072		
2809	2.1B	2/2	883	45	928	0.111466%	6.030, 6.031		
2810	2.1B	2/2	883	45	928	0.111466%	6.073, 6.074		
2811	2.2	2/2	987	48	1,035	0.124594%	3.057, 3.058		
2812	2.1B	2/2	883	45	928	0.111466%	6.075, 6.076		
2813	1.4	1/1	640	45	685	0.080791%	5.047		
2814	2.3B	2/2	706	41	747	0.089122%	12.074		
2815	2.9	2/1.5	696	41	737	0.087860%	10.059		
2816	2.3B	2/2	706	41	747	0.089122%	12.075		
2817	2.9	2/1.5	696	41	737	0.087860%	10.060		
2818	2.3B	2/2	706	41	747	0.089122%	12.062		
2819	1.2	1/1	507	41	548	0.064001%	11.040		
2820	2.4B	2/2	701	41	742	0.088491%	12.063		
2900	3.2	3/2	925	45	970	0.116768%	9.086		
2901	3.2	3/2	925	45	970	0.116768%	9.035		
2902	3.1B	3/2	1,075	45	1,120	0.135703%	2.091, 5.117		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
2903	3.1B	3/2	1,075	45	1,120	0.135703%	2.028, 2.029		
2904	2.7B	2/2	760	41	801	0.095939%	10.065		
2905	1.1	1/1	605	45	650	0.076372%	9.106		
2906	2.8B	2/2	781	41	822	0.098590%	10.066		
2907	2.1B	2/2	883	45	928	0.111466%	7.106, 7.115		
2908	2.1B	2/2	883	45	928	0.111466%	7.098, 7.120		
2909	2.1B	2/2	883	45	928	0.111466%	7.103, 7.117		
2910	2.1B	2/2	883	45	928	0.111466%	7.099, 7.118		
2911	2.2	2/2	987	48	1,035	0.124594%	3.034, 3.035		
2912	2.1B	2/2	883	45	928	0.111466%	6.069, 6.070		
2913	1.4	1/1	640	45	685	0.080791%	4.123		
2914	2.3B	2/2	706	41	747	0.089122%	12.070		
2915	2.9	2/1.5	696	41	737	0.087860%	10.057		
2916	2.3B	2/2	706	41	747	0.089122%	12.071		
2917	2.9	2/1.5	696	41	737	0.087860%	10.058		
2918	2.3B	2/2	706	41	747	0.089122%	12.072		
2919	1.2	1/1	507	41	548	0.064001%	11.041		
2920	2.4B	2/2	701	41	742	0.088491%	12.073		
3000	3.2	3/2	925	45	970	0.116768%	9.087		
3001	3.2	3/2	925	45	970	0.116768%	9.036		
3002	3.1B	3/2	1,075	45	1,120	0.135703%	2.092, 5.118		
3003	3.1B	3/2	1,075	45	1,120	0.135703%	2.034, 2.035		
3004	2.7B	2/2	760	41	801	0.095939%	10.063		
3005	1.1	1/1	605	45	650	0.076372%	8.058		
3006	2.8B	2/2	781	41	822	0.098590%	10.064		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
3007	2.1B	2/2	883	45	928	0.111466%	6.059, 6.060		
3008	2.1B	2/2	883	45	928	0.111466%	6.067, 6.068		
3009	2.1B	2/2	883	45	928	0.111466%	6.034, 6.035		
3010	2.1B	2/2	883	45	928	0.111466%	6.087, 6.088		
3011	2.2	2/2	987	48	1,035	0.124594%	3.036, 3.037		
3012	2.1B	2/2	883	45	928	0.111466%	6.085, 6.086		
3013	1.4	1/1	640	45	685	0.080791%	4.126		
3014	2.3B	2/2	706	41	747	0.089122%	12.106		
3015	2.9	2/1.5	696	41	737	0.087860%	10.055		
3016	2.3B	2/2	706	41	747	0.089122%	12.060		
3017	2.9	2/1.5	696	41	737	0.087860%	10.056		
3018	2.3B	2/2	706	41	747	0.089122%	12.059		
3019	1.2	1/1	507	41	548	0.064001%	11.042		
3020	2.4B	2/2	701	41	742	0.088491%	12.058		
3100	3.2	3/2	925	45	970	0.116768%	9.088		
3101	3.2	3/2	925	45	970	0.116768%	9.037		
3102	3.1B	3/2	1,075	45	1,120	0.135703%	2.068, 5.120		
3103	3.1B	3/2	1,075	45	1,120	0.135703%	2.038, 2.039		
3104	2.7B	2/2	760	41	801	0.095939%	10.085		
3105	1.1	1/1	605	45	650	0.076372%	8.059		
3106	2.8B	2/2	781	41	822	0.098590%	10.062		
3107	2.1B	2/2	883	45	928	0.111466%	6.042, 6.043		
3108	2.1B	2/2	883	45	928	0.111466%	6.091, 6.092		
3109	2.1B	2/2	883	45	928	0.111466%	6.057, 6.058		
3110	2.1B	2/2	883	45	928	0.111466%	6.089, 6.090		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
3111	2.2	2/2	987	48	1,035	0.124594%	2.032, 2.033		
3112	2.1B	2/2	883	45	928	0.111466%	6.065, 6.066		
3113	1.4	1/1	640	45	685	0.080791%	4.022		
3114	2.3B	2/2	706	41	747	0.089122%	12.102		
3115	2.9	2/1.5	696	41	737	0.087860%	10.053		
3116	2.3B	2/2	706	41	747	0.089122%	12.103		
3117	2.9	2/1.5	696	41	737	0.087860%	10.054		
3118	2.3B	2/2	706	41	747	0.089122%	12.104		
3119	1.2	1/1	507	41	548	0.064001%	11.043		
3120	2.4B	2/2	701	41	742	0.088491%	12.105		
3200	3.2	3/2	925	45	970	0.116768%	9.089		
3201	3.2	3/2	925	45	970	0.116768%	9.043		
3202	3.1B	3/2	1,075	45	1,120	0.135703%	2.067, 5.121		
3203	3.1B	3/2	1,075	45	1,120	0.135703%	3.053, 3.054		
3204	2.7B	2/2	760	41	801	0.095939%	10.087		
3205	1.1	1/1	605	45	650	0.076372%	8.024		
3206	2.8B	2/2	781	41	822	0.098590%	10.086		
3207	2.1B	2/2	883	45	928	0.111466%	6.040, 6.041		
3208	2.1B	2/2	883	45	928	0.111466%	4.010, 4.011		
3209	2.1B	2/2	883	45	928	0.111466%	6.036, 6.037		
3210	2.1B	2/2	883	45	928	0.111466%	6.095, 6.096		
3211	2.2	2/2	987	48	1,035	0.124594%	2.036, 2.037		
3212	2.1B	2/2	883	45	928	0.111466%	6.093, 6.094		
3213	1.4	1/1	640	45	685	0.080791%	4.023		
3214	2.3B	2/2	706	41	747	0.089122%	12.087		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
3215	2.9	2/1.5	696	41	737	0.087860%	10.048		
3216	2.3B	2/2	706	41	747	0.089122%	12.086		
3217	2.9	2/1.5	696	41	737	0.087860%	10.047		
3218	2.3B	2/2	706	41	747	0.089122%	12.085		
3219	1.2	1/1	507	41	548	0.064001%	11.060		
3220	2.4B	2/2	701	41	742	0.088491%	12.101		
3300	3.2	3/2	925	45	970	0.116768%	9.090		
3301	3.2	3/2	925	45	970	0.116768%	9.042		
3302	3.1B	3/2	1,075	45	1,120	0.135703%	2.066, 4.115		
3303	3.1B	3/2	1,075	45	1,120	0.135703%	3.047, 6.115		
3304	2.7B	2/2	760	41	801	0.095939%	10.089		
3305	1.1	1/1	605	45	650	0.076372%	8.027		
3306	2.8B	2/2	781	41	822	0.098590%	10.088		
3307	2.1B	2/2	883	45	928	0.111466%	6.055, 6.056		
3308	2.1B	2/2	883	45	928	0.111466%	5.071, 5.072		
3309	2.1B	2/2	883	45	928	0.111466%	6.038, 6.039		
3310	2.1B	2/2	883	45	928	0.111466%	5.073, 5.074		
3311	2.2	2/2	987	48	1,035	0.124594%	3.104, 3.105		
3312	2.1B	2/2	883	45	928	0.111466%	5.075, 5.076		
3313	1.4	1/1	640	45	685	0.080791%	4.047		
3314	2.3B	2/2	706	41	747	0.089122%	12.097		
3315	2.9	2/1.5	696	41	737	0.087860%	10.104		
3316	2.3B	2/2	706	41	747	0.089122%	12.096		
3317	2.9	2/1.5	696	41	737	0.087860%	10.103		
3318	2.3B	2/2	706	41	747	0.089122%	12.095		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
3319	1.2	1/1	507	41	548	0.064001%	11.059		
3320	2.4B	2/2	701	41	742	0.088491%	11.123		
3400	3.2	3/2	925	45	970	0.116768%	8.014		
3401	3.2	3/2	925	45	970	0.116768%	9.041		
3402	3.1B	3/2	1,075	45	1,120	0.135703%	2.065, 4.117		
3403	3.1B	3/2	1,075	45	1,120	0.135703%	2.058, 2.059		
3404	2.7B	2/2	760	41	801	0.095939%	10.098		
3405	1.1	1/1	605	45	650	0.076372%	8.028		
3406	2.8B	2/2	781	41	822	0.098590%	10.097		
3407	2.1B	2/2	883	45	928	0.111466%	6.101, 6.102		
3408	2.1B	2/2	883	45	928	0.111466%	5.085, 5.086		
3409	2.1B	2/2	883	45	928	0.111466%	6.053, 6.054		
3410	2.1B	2/2	883	45	928	0.111466%	5.067, 5.068		
3411	2.2	2/2	987	48	1,035	0.124594%	3.051, 3.052		
3412	2.1B	2/2	883	45	928	0.111466%	5.069, 5.070		
3413	1.4	1/1	640	45	685	0.080791%	3.123		
3414	2.3B	2/2	706	41	747	0.089122%	11.013		
3415	2.9	2/1.5	696	41	737	0.087860%	10.106		
3416	2.3B	2/2	706	41	747	0.089122%	11.012		
3417	2.9	2/1.5	696	41	737	0.087860%	10.105		
3418	2.3B	2/2	706	41	747	0.089122%	11.011		
3419	1.2	1/1	507	41	548	0.064001%	11.058		
3420	2.4B	2/2	701	41	742	0.088491%	11.124		
3500	3.2	3/2	925	45	970	0.116768%	8.015		
3501	3.2	3/2	925	45	970	0.116768%	9.040		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
3502	3.1B	3/2	1,075	45	1,120	0.135703%	2.093, 4.118		
3503	3.1B	3/2	1,075	45	1,120	0.135703%	3.050, 6.114		
3504	2.7B	2/2	760	41	801	0.095939%	9.123		
3505	1.1	1/1	605	45	650	0.076372%	8.029		
3506	2.8B	2/2	781	41	822	0.098590%	10.099		
3507	2.1B	2/2	883	45	928	0.111466%	6.105, 6.106		
3508	2.1B	2/2	883	45	928	0.111466%	5.089, 5.090		
3509	2.1B	2/2	883	45	928	0.111466%	6.103, 6.104		
3510	2.1B	2/2	883	45	928	0.111466%	5.065, 5.066		
3511	2.2	2/2	987	48	1,035	0.124594%	3.048, 3.049		
3512	2.1B	2/2	883	45	928	0.111466%	5.087, 5.088		
3513	1.4	1/1	640	45	685	0.080791%	3.126		
3514	2.3B	2/2	706	41	747	0.089122%	11.016		
3515	2.9	2/1.5	696	41	737	0.087860%	12.120		
3516	2.3B	2/2	706	41	747	0.089122%	11.015		
3517	2.9	2/1.5	696	41	737	0.087860%	12.118		
3518	2.3B	2/2	706	41	747	0.089122%	11.014		
3519	1.2	1/1	507	41	548	0.064001%	11.057		
3520	2.4B	2/2	701	41	742	0.088491%	11.073		
3600	3.2	3/2	925	45	970	0.116768%	8.016		
3601	3.2	3/2	925	45	970	0.116768%	9.039		
3602	3.1B	3/2	1,075	45	1,120	0.135703%	2.094, 4.120		
3603	3.1B	3/2	1,075	45	1,120	0.135703%	3.111, 6.112		
3604	2.7B	2/2	760	41	801	0.095939%	9.009		
3605	1.1	1/1	605	45	650	0.076372%	8.031		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
3606	2.8B	2/2	781	41	822	0.098590%	9.008		
3607	2.1B	2/2	883	45	928	0.111466%	6.050, 6.111		
3608	2.1B	2/2	883	45	928	0.111466%	5.095, 5.096		
3609	2.1B	2/2	883	45	928	0.111466%	6.107, 6.108		
3610	2.1B	2/2	883	45	928	0.111466%	5.093, 5.094		
3611	2.2	2/2	987	48	1,035	0.124594%	3.108, 3.109		
3612	2.1B	2/2	883	45	928	0.111466%	5.091, 5.092		
3613	1.4	1/1	640	45	685	0.080791%	3.087		
3614	2.3B	2/2	706	41	747	0.089122%	11.019		
3615	2.9	2/1.5	696	41	737	0.087860%	12.117		
3616	2.3B	2/2	706	41	747	0.089122%	11.018		
3617	2.9	2/1.5	696	41	737	0.087860%	12.115		
3618	2.3B	2/2	706	41	747	0.089122%	11.017		
3619	1.2	1/1	507	41	548	0.064001%	11.056		
3620	2.4B	2/2	701	41	742	0.088491%	11.069		
3700	3.2	3/2	925	45	970	0.116768%	8.017		
3701	3.2	3/2	905	45	970	0.116768%	9.038		
3702	3.1B	3/2	1,075	45	1,120	0.135703%	2.095, 4.121		
3703	3.1B	3/2	1,075	45	1,120	0.135703%	2.056, 2.057		
3704	2.7B	2/2	760	41	801	0.095939%	9.011		
3705	1.1	1/1	605	45	650	0.076372%	7.126		
3706	2.8B	2/2	781	41	822	0.098590%	9.010		
3707	2.1B	2/2	883	45	928	0.111466%	5.030, 5.031		
3708	2.1B	2/2	883	45	928	0.111466%	4.073, 4.074		
3709	2.1B	2/2	883	45	928	0.111466%	5.028, 5.029		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
3710	2.1B	2/2	883	45	928	0.111466%	4.075, 4.076		
3711	2.2	2/2	987	48	1,035	0.124594%	2.054, 2.055		
3712	2.1B	2/2	883	45	928	0.111466%	3.010, 3.011		
3713	1.4	1/1	640	45	685	0.080791%	3.022		
3714	2.3B	2/2	706	41	747	0.089122%	11.022		
3715	2.9	2/1.5	696	41	737	0.087860%	11.120		
3716	2.3B	2/2	706	41	747	0.089122%	11.021		
3717	2.9	2/1.5	696	41	737	0.087860%	11.118		
3718	2.3B	2/2	706	41	747	0.089122%	11.020		
3719	1.2	1/1	507	41	548	0.064001%	11.055		
3720	2.4B	2/2	701	41	742	0.088491%	11.065		
3800	3.2	3/2	925	45	970	0.116768%	8.123		
3801	3.2	3/2	925	45	970	0.116768%	9.060		
3802	3.1B	3/2	1,075	45	1,120	0.135703%	3.106, 3.115		
3803	3.1B	3/2	1,075	45	1,120	0.135703%	2.053, 5.115		
3804	2.7B	2/2	760	41	801	0.095939%	9.013		
3805	1.1	1/1	605	45	650	0.076372%	7.026		
3806	2.8B	2/2	781	41	822	0.098590%	9.012		
3807	2.1B	2/2	883	45	928	0.111466%	5.059, 5.060		
3808	2.1B	2/2	883	45	928	0.111466%	4.069, 4.070		
3809	2.1B	2/2	883	45	928	0.111466%	5.032, 5.033		
3810	2.1B	2/2	883	45	928	0.111466%	4.085, 4.086		
3811	2.2	2/2	987	48	1,035	0.124594%	2.047, 2.048		
3812	2.1B	2/2	883	45	928	0.111466%	4.071, 4.072		
3813	1.4	1/1	640	45	685	0.080791%	3.023		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
3814	2.3B	2/2	706	41	747	0.089122%	11.026		
3815	2.9	2/1.5	696	41	737	0.087860%	11.117		
3816	2.3B	2/2	706	41	747	0.089122%	11.024		
3817	2.9	2/1.5	696	41	737	0.087860%	11.115		
3818	2.3B	2/2	706	41	747	0.089122%	11.023		
3819	1.2	1/1	507	41	548	0.064001%	11.054		
3820	2.4B	2/2	701	41	742	0.088491%	11.085		
3900	3.2	3/2	925	45	970	0.116768%	8.074		
3901	3.2	3/2	925	45	970	0.116768%	9.059		
3902	3.1B	3/2	1,075	45	1,120	0.135703%	3.103, 3.117		
3903	3.1B	3/2	1,075	45	1,120	0.135703%	2.052, 5.114		
3904	2.7B	2/2	760	41	801	0.095939%	9.015		
3905	1.1	1/1	605	45	650	0.076372%	7.029		
3906	2.8B	2/2	781	41	822	0.098590%	9.014		
3907	2.1B	2/2	883	45	928	0.111466%	6.109, 6.110		
3908	2.1B	2/2	883	45	928	0.111466%	4.089, 4.090		
3909	2.1B	2/2	883	45	928	0.111466%	5.034, 5.035		
3910	2.1B	2/2	883	45	928	0.111466%	4.087, 4.088		
3911	2.2	2/2	987	48	1,035	0.124594%	2.104, 2.105		
3912	2.1B	2/2	883	45	928	0.111466%	4.067, 4.068		
3913	1.4	1/1	640	45	685	0.080791%	2.123		
3914	2.3B	2/2	706	41	747	0.089122%	11.125		
3915	2.9	2/1.5	696	41	737	0.087860%	10.120		
3916	2.3B	2/2	706	41	747	0.089122%	11.126		
3917	2.9	2/1.5	696	41	737	0.087860%	10.118		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
3918	2.3B	2/2	706	41	747	0.089122%	11.127		
3919	1.2	1/1	507	41	548	0.064001%	11.053		
3920	2.4B	2/2	701	41	742	0.088491%	11.086		
4000	3.2	3/2	925	45	970	0.116768%	8.126		
4001	3.2	3/2	925	45	970	0.116768%	9.058		
4002	3.1B	3/2	1,075	45	1,120	0.135703%	3.102, 3.118		
4003	3.1B	3/2	1,075	45	1,120	0.135703%	2.051, 5.112		
4004	2.7B	2/2	760	41	801	0.095939%	9.017		
4005	1.1	1/1	605	45	650	0.076372%	6.123		
4006	2.8B	2/2	781	41	822	0.098590%	9.016		
4007	2.1B	2/2	883	45	928	0.111466%	5.036, 5.037		
4008	2.1B	2/2	883	45	928	0.111466%	4.093, 4.094		
4009	2.1B	2/2	883	45	928	0.111466%	5.057, 5.058		
4010	2.1B	2/2	883	45	928	0.111466%	4.091, 4.092		
4011	2.2	2/2	987	48	1,035	0.124594%	2.108, 2.109		
4012	2.1B	2/2	883	45	928	0.111466%	4.065, 4.066		
4013	1.4	1/1	640	45	685	0.080791%	2.126		
4014	2.3B	2/2	706	41	747	0.089122%	11.074		
4015	2.9	2/1.5	696	41	737	0.087860%	10.117		
4016	2.3B	2/2	706	41	747	0.089122%	11.075		
4017	2.9	2/1.5	696	41	737	0.087860%	10.115		
4018	2.3B	2/2	706	41	747	0.089122%	11.076		
4019	1.2	1/1	507	41	548	0.064001%	11.052		
4020	2.4B	2/2	701	41	742	0.088491%	11.087		
4100	3.2	3/2	925	45	970	0.116768%	8.125		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
4101	3.2	3/2	925	45	970	0.116768%	9.047		
4102	3.1B	3/2	1,075	45	1,120	0.135703%	3.101, 3.120		
4103	3.1B	3/2	1,075	45	1,120	0.135703%	2.050, 4.114		
4104	2.7B	2/2	760	41	801	0.095939%	9.019		
4105	1.1	1/1	605	45	650	0.076372%	6.022		
4106	2.8B	2/2	781	41	822	0.098590%	9.018		
4107	2.1B	2/2	883	45	928	0.111466%	5.038, 5.039		
4108	2.1B	2/2	883	45	928	0.111466%	3.075, 3.076		
4109	2.1B	2/2	883	45	928	0.111466%	5.055, 5.056		
4110	2.1B	2/2	883	45	928	0.111466%	3.073, 3.074		
4111	2.2	2/2	987	48	1,035	0.124594%	3.107, 3.114		
4112	2.1B	2/2	883	45	928	0.111466%	4.095, 4.096		
4113	1.4	1/1	640	45	685	0.080791%	2.030		
4114	2.3B	2/2	706	41	747	0.089122%	11.070		
4115	2.9	2/1.5	696	41	737	0.087860%	9.118		
4116	2.3B	2/2	706	41	747	0.089122%	11.071		
4117	2.9	2/1.5	696	41	737	0.087860%	9.120		
4118	2.3B	2/2	706	41	747	0.089122%	11.072		
4119	1.2	1/1	507	41	548	0.064001%	11.101		
4120	2.4B	2/2	701	41	742	0.088491%	11.088		
4200	3.2	3/2	925	45	970	0.116768%	8.124		
4201	3.2	3/2	925	45	970	0.116768%	9.048		
4202	3.1B	3/2	1,075	45	1,120	0.135703%	3.096, 3.121		
4203	3.1B	3/2	1,075	45	1,120	0.135703%	2.111, 4.112		
4204	2.7B	2/2	760	41	801	0.095939%	9.021		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
4205	1.1	1/1	605	45	650	0.076372%	5.123		
4206	2.8B	2/2	781	41	822	0.098590%	9.020		
4207	2.1B	2/2	883	45	928	0.111466%	5.103, 5.104		
4208	2.1B	2/2	883	45	928	0.111466%	3.088, 3.089		
4209	2.1B	2/2	883	45	928	0.111466%	5.101, 5.102		
4210	2.1B	2/2	883	45	928	0.111466%	3.085, 3.086		
4211	2.2	2/2	987	48	1,035	0.124594%	3.110, 3.112		
4212	2.1B	2/2	883	45	928	0.111466%	3.071, 3.072		
4213	1.4	1/1	640	45	685	0.080791%	2.031		
4214	2.3B	2/2	706	41	747	0.089122%	11.066		
4215	2.9	2/1.5	696	41	737	0.087860%	9.115		
4216	2.3B	2/2	706	41	747	0.089122%	11.067		
4217	2.9	2/1.5	696	41	737	0.087860%	9.117		
4218	2.3B	2/2	706	41	747	0.089122%	11.068		
4219	1.2	1/1	507	41	548	0.064001%	11.102		
4220	2.4B	2/2	701	41	742	0.088491%	11.089		
4300	3.2	3/2	925	45	970	0.116768%	7.074		
4301	3.2	3/2	925	45	970	0.116768%	9.049		
4302	3.1B	3/2	1,075	45	1,120	0.135703%	2.096, 2.121		
4303	3.1B	3/2	1,075	45	1,120	0.135703%	2.110, 2.112		
4304	2.7B	2/2	760	41	801	0.095939%	9.023		
4305	1.1	1/1	605	45	650	0.076372%	2.049		
4306	2.8B	2/2	781	41	822	0.098590%	9.022		
4307	2.1B	2/2	883	45	928	0.111466%	2.107, 2.114		
4308	2.1B	2/2	883	45	928	0.111466%	2.101, 2.120		

Unit Number	Unit Type	Bed/Bath	Approx Net Living Area (sq. ft.)	Approx Net Lanai Area (sq. ft.)	Total Approx Net Area (sq. ft.)	Common Interest (%)	Parking Stall No(s).	Storage Room No(s).	Storage Locker No(s).
4309	2.1B	2/2	883	45	928	0.111466%	2.106, 2.115		
4310	2.1B	2/2	883	45	928	0.111466%	2.102, 2.118		
4312	2.1B	2/2	883	45	928	0.111466%	2.103, 2.117		
4314	2.3B	2/2	706	41	747	0.089122%	11.062		
4315	2.9	2/1.5	696	41	737	0.087860%	10.049		
4316	2.3B	2/2	706	41	747	0.089122%	11.063		
4317	2.9	2/1.5	696	41	737	0.087860%	10.051		
4318	2.3B	2/2	706	41	747	0.089122%	11.064		
4319	1.2	1/1	507	41	548	0.064001%	11.103		
4320	2.4B	2/2	701	41	742	0.088491%	11.099		
C-1			7,264	1,751	9,015	0.916975%	**		
Total			792,150	40,469	832,639	100.000000%			

\* Live/Work Units

\*\* Parking Stall Nos. 1.026, 1.028 to 1.053, inclusive, and loading zone 1.089 are assigned to the Unit C-1.

Parking Stall Nos. 1.024, 1.025, 1.054, 1.055, 1.060 to 1.076, inclusive, 1.078, 1.081 to 1.086 are Residential Guest Stalls and loading zones 1.077, 1.080, 1.089, 1.091 to 1.094, inclusive, are Residential loading zones.

(c) designates a compact parking stall

(o) designates an open parking stall

## II. Residential Class Common Interest

Unit Number	Approx. Net Living Area (sq. ft.)	Residential Class Common Interest (%)
102	1,075	0.136959%
104	760	0.096827%
106	781	0.099502%
108	883	0.112498%
110	883	0.112498%
150	1,171	0.149107%
151	1,166	0.148553%
152	1,166	0.148553%
153	1,166	0.148553%
154	1,166	0.148553%
155	1,166	0.148553%
156	1,166	0.148553%

Unit Number	Approx. Net Living Area (sq. ft.)	Residential Class Common Interest (%)
157	1,166	0.148553%
158	1,166	0.148553%
201	925	0.117849%
202	1,075	0.136959%
203	1,075	0.136959%
204	760	0.096827%
205	605	0.077079%
206	781	0.099502%
207	883	0.112498%
208	883	0.112498%
209	883	0.112498%
210	883	0.112498%
211	987	0.125748%
212	883	0.112498%
213	640	0.081538%
215	696	0.088673%
217	696	0.088673%
219	507	0.064594%
250	769	0.097974%
251	489	0.062300%
252	723	0.092113%
253	489	0.062300%
254	723	0.092113%
255	489	0.062300%
256	723	0.092113%
257	494	0.062937%
258	763	0.097209%
259	489	0.062300%
260	723	0.092113%
261	489	0.062300%
262	723	0.092113%
263	489	0.062300%
264	769	0.097974%
301	925	0.117849%
302	1,075	0.136959%
303	1,075	0.136959%
304	760	0.096827%
305	605	0.077079%
306	781	0.099502%
307	883	0.112498%
308	883	0.112498%
309	883	0.112498%
310	883	0.112498%
311	987	0.125748%
312	883	0.112498%
313	640	0.081538%
315	696	0.088673%
317	696	0.088673%
319	507	0.064594%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
350	769	0.097974%
351	489	0.062300%
352	723	0.092113%
353	489	0.062300%
354	723	0.092113%
355	489	0.062300%
356	723	0.092113%
357	494	0.062937%
358	763	0.097209%
359	489	0.062300%
360	723	0.092113%
361	489	0.062300%
362	723	0.092113%
363	489	0.062300%
364	769	0.097974%
401	925	0.117849%
402	1,075	0.136959%
403	1,075	0.136959%
404	760	0.096827%
405	605	0.077079%
406	781	0.099502%
407	883	0.112498%
408	883	0.112498%
409	883	0.112498%
410	883	0.112498%
411	987	0.125748%
412	883	0.112498%
413	640	0.081538%
415	696	0.088673%
417	696	0.088673%
419	507	0.064594%
450	769	0.097974%
451	489	0.062300%
452	723	0.092113%
453	489	0.062300%
454	723	0.092113%
455	489	0.062300%
456	723	0.092113%
457	494	0.062937%
458	763	0.097209%
459	489	0.062300%
460	723	0.092113%
461	489	0.062300%
462	723	0.092113%
463	489	0.062300%
464	769	0.097974%
501	925	0.117849%
502	1,075	0.136959%
503	1,075	0.136959%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
504	760	0.096827%
505	605	0.077079%
506	781	0.099502%
507	883	0.112498%
508	883	0.112498%
509	883	0.112498%
510	883	0.112498%
511	987	0.125748%
512	883	0.112498%
513	640	0.081538%
515	696	0.088673%
517	696	0.088673%
519	507	0.064594%
550	769	0.097974%
551	489	0.062300%
552	723	0.092113%
553	489	0.062300%
554	723	0.092113%
555	489	0.062300%
556	723	0.092113%
557	494	0.062937%
558	763	0.097209%
559	489	0.062300%
560	723	0.092113%
561	489	0.062300%
562	723	0.092113%
563	489	0.062300%
564	769	0.097974%
601	925	0.117849%
602	1,075	0.136959%
603	1,075	0.136959%
604	760	0.096827%
605	605	0.077079%
606	781	0.099502%
607	883	0.112498%
608	883	0.112498%
609	883	0.112498%
610	883	0.112498%
611	987	0.125748%
612	883	0.112498%
613	640	0.081538%
615	696	0.088673%
617	696	0.088673%
619	507	0.064594%
650	769	0.097974%
651	489	0.062300%
652	723	0.092113%
653	489	0.062300%
654	723	0.092113%

Unit Number	Approx. Net Living Area (sq. ft.)	Residential Class Common Interest (%)
655	489	0.062300%
656	723	0.092113%
657	494	0.062937%
658	763	0.097209%
659	489	0.062300%
660	723	0.092113%
661	489	0.062300%
662	723	0.092113%
663	489	0.062300%
664	769	0.097974%
701	925	0.117849%
702	1,075	0.136959%
703	1,075	0.136959%
704	760	0.096827%
705	605	0.077079%
706	781	0.099502%
707	883	0.112498%
708	883	0.112498%
709	883	0.112498%
710	883	0.112498%
711	987	0.125748%
712	883	0.112498%
713	640	0.081538%
715	696	0.088673%
717	696	0.088673%
719	507	0.064594%
750	769	0.097974%
751	489	0.062300%
752	723	0.092113%
753	489	0.062300%
754	723	0.092113%
755	489	0.062300%
756	723	0.092113%
757	494	0.062937%
758	763	0.097209%
759	489	0.062300%
760	723	0.092113%
761	489	0.062300%
762	723	0.092113%
763	489	0.062300%
764	769	0.097974%
801	925	0.117849%
802	1,075	0.136959%
803	1,075	0.136959%
804	760	0.096827%
805	605	0.077079%
806	781	0.099502%
807	883	0.112498%
808	883	0.112498%

EXHIBIT "A"  
(Page 45 of 62)

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
809	883	0.112498%
810	883	0.112498%
811	987	0.125748%
812	883	0.112498%
813	640	0.081538%
815	696	0.088673%
817	696	0.088673%
819	507	0.064594%
850	769	0.097974%
851	489	0.062300%
852	723	0.092113%
853	489	0.062300%
854	723	0.092113%
855	489	0.062300%
856	723	0.092113%
857	494	0.062937%
858	763	0.097209%
859	489	0.062300%
860	723	0.092113%
861	489	0.062300%
862	723	0.092113%
863	489	0.062300%
864	769	0.097974%
901	925	0.117849%
902	1,075	0.136959%
903	1,075	0.136959%
904	760	0.096827%
905	605	0.077079%
906	781	0.099502%
907	883	0.112498%
908	883	0.112498%
909	883	0.112498%
910	883	0.112498%
911	987	0.125748%
912	883	0.112498%
913	640	0.081538%
915	696	0.088673%
917	696	0.088673%
919	507	0.064594%
950	769	0.097974%
951	489	0.062300%
952	723	0.092113%
953	489	0.062300%
954	723	0.092113%
955	489	0.062300%
956	723	0.092113%
957	494	0.062937%
958	763	0.097209%
959	489	0.062300%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
960	723	0.092113%
961	489	0.062300%
962	723	0.092113%
963	489	0.062300%
964	769	0.097974%
1001	925	0.117849%
1002	1,075	0.136959%
1003	1,075	0.136959%
1004	760	0.096827%
1005	605	0.077079%
1006	781	0.099502%
1007	883	0.112498%
1008	883	0.112498%
1009	883	0.112498%
1010	883	0.112498%
1011	987	0.125748%
1012	883	0.112498%
1013	640	0.081538%
1015	696	0.088673%
1017	696	0.088673%
1019	507	0.064594%
1050	769	0.097974%
1051	489	0.062300%
1052	723	0.092113%
1053	489	0.062300%
1054	723	0.092113%
1055	489	0.062300%
1056	723	0.092113%
1057	494	0.062937%
1058	763	0.097209%
1059	489	0.062300%
1060	723	0.092113%
1061	489	0.062300%
1062	723	0.092113%
1063	489	0.062300%
1064	769	0.097974%
1101	925	0.117849%
1102	1,075	0.136959%
1103	1,075	0.136959%
1104	760	0.096827%
1105	605	0.077079%
1106	781	0.099502%
1107	883	0.112498%
1108	883	0.112498%
1109	883	0.112498%
1110	883	0.112498%
1111	987	0.125748%
1112	883	0.112498%
1113	640	0.081538%

EXHIBIT "A"  
(Page 47 of 62)

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
1115	696	0.088673%
1117	696	0.088673%
1119	507	0.064594%
1150	769	0.097974%
1151	489	0.062300%
1152	723	0.092113%
1153	489	0.062300%
1154	723	0.092113%
1155	489	0.062300%
1156	723	0.092113%
1157	494	0.062937%
1158	763	0.097209%
1159	489	0.062300%
1160	723	0.092113%
1161	489	0.062300%
1162	723	0.092113%
1163	489	0.062300%
1164	769	0.097974%
1201	925	0.117849%
1202	1,075	0.136959%
1203	1,075	0.136959%
1204	760	0.096827%
1205	605	0.077079%
1206	781	0.099502%
1207	883	0.112498%
1208	883	0.112498%
1209	883	0.112498%
1210	883	0.112498%
1211	987	0.125748%
1212	883	0.112498%
1213	640	0.081538%
1215	696	0.088673%
1217	696	0.088673%
1219	507	0.064594%
1250	769	0.097974%
1251	489	0.062300%
1252	723	0.092113%
1253	489	0.062300%
1254	723	0.092113%
1255	489	0.062300%
1256	723	0.092113%
1257	494	0.062937%
1258	763	0.097209%
1259	489	0.062300%
1260	723	0.092113%
1261	489	0.062300%
1262	723	0.092113%
1263	489	0.062300%
1264	769	0.097974%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
1300	925	0.117849%
1301	925	0.117849%
1302	1,075	0.136959%
1303	1,075	0.136959%
1304	760	0.096827%
1305	605	0.077079%
1306	781	0.099502%
1307	883	0.112498%
1308	883	0.112498%
1309	883	0.112498%
1310	883	0.112498%
1311	987	0.125748%
1312	883	0.112498%
1313	640	0.081538%
1314	706	0.089947%
1315	696	0.088673%
1316	706	0.089947%
1317	696	0.088673%
1318	706	0.089947%
1319	507	0.064594%
1320	701	0.089310%
1400	925	0.117849%
1401	925	0.117849%
1402	1,075	0.136959%
1403	1,075	0.136959%
1404	760	0.096827%
1405	605	0.077079%
1406	781	0.099502%
1407	883	0.112498%
1408	883	0.112498%
1409	883	0.112498%
1410	883	0.112498%
1411	987	0.125748%
1412	883	0.112498%
1413	640	0.081538%
1414	706	0.089947%
1415	696	0.088673%
1416	706	0.089947%
1417	696	0.088673%
1418	706	0.089947%
1419	507	0.064594%
1420	701	0.089310%
1500	925	0.117849%
1501	925	0.117849%
1502	1,075	0.136959%
1503	1,075	0.136959%
1504	760	0.096827%
1505	605	0.077079%
1506	781	0.099502%

Unit Number	Approx. Net Living Area (sq. ft.)	Residential Class Common Interest (%)
1507	883	0.112498%
1508	883	0.112498%
1509	883	0.112498%
1510	883	0.112498%
1511	987	0.125748%
1512	883	0.112498%
1513	640	0.081538%
1514	706	0.089947%
1515	696	0.088673%
1516	706	0.089947%
1517	696	0.088673%
1518	706	0.089947%
1519	507	0.064594%
1520	701	0.089310%
1600	925	0.117849%
1601	925	0.117849%
1602	1,075	0.136959%
1603	1,075	0.136959%
1604	760	0.096827%
1605	605	0.077079%
1606	781	0.099502%
1607	883	0.112498%
1608	883	0.112498%
1609	883	0.112498%
1610	883	0.112498%
1611	987	0.125748%
1612	883	0.112498%
1613	640	0.081538%
1614	706	0.089947%
1615	696	0.088673%
1616	706	0.089947%
1617	696	0.088673%
1618	706	0.089947%
1619	507	0.064594%
1620	701	0.089310%
1700	925	0.117849%
1701	925	0.117849%
1702	1,075	0.136959%
1703	1,075	0.136959%
1704	760	0.096827%
1705	605	0.077079%
1706	781	0.099502%
1707	883	0.112498%
1708	883	0.112498%
1709	883	0.112498%
1710	883	0.112498%
1711	987	0.125748%
1712	883	0.112498%
1713	640	0.081538%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
1714	706	0.089947%
1715	696	0.088673%
1716	706	0.089947%
1717	696	0.088673%
1718	706	0.089947%
1719	507	0.064594%
1720	701	0.089310%
1800	925	0.117849%
1801	925	0.117849%
1802	1,075	0.136959%
1803	1,075	0.136959%
1804	760	0.096827%
1805	605	0.077079%
1806	781	0.099502%
1807	883	0.112498%
1808	883	0.112498%
1809	883	0.112498%
1810	883	0.112498%
1811	987	0.125748%
1812	883	0.112498%
1813	640	0.081538%
1814	706	0.089947%
1815	696	0.088673%
1816	706	0.089947%
1817	696	0.088673%
1818	706	0.089947%
1819	507	0.064594%
1820	701	0.089310%
1900	925	0.117849%
1901	925	0.117849%
1902	1,075	0.136959%
1903	1,075	0.136959%
1904	760	0.096827%
1905	605	0.077079%
1906	781	0.099502%
1907	883	0.112498%
1908	883	0.112498%
1909	883	0.112498%
1910	883	0.112498%
1911	987	0.125748%
1912	883	0.112498%
1913	640	0.081538%
1914	706	0.089947%
1915	696	0.088673%
1916	706	0.089947%
1917	696	0.088673%
1918	706	0.089947%
1919	507	0.064594%
1920	701	0.089310%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
2000	925	0.117849%
2001	925	0.117849%
2002	1,075	0.136959%
2003	1,075	0.136959%
2004	760	0.096827%
2005	605	0.077079%
2006	781	0.099502%
2007	883	0.112498%
2008	883	0.112498%
2009	883	0.112498%
2010	883	0.112498%
2011	987	0.125748%
2012	883	0.112498%
2013	640	0.081538%
2014	706	0.089947%
2015	696	0.088673%
2016	706	0.089947%
2017	696	0.088673%
2018	706	0.089947%
2019	507	0.064594%
2020	701	0.089310%
2100	925	0.117849%
2101	925	0.117849%
2102	1,075	0.136959%
2103	1,075	0.136959%
2104	760	0.096827%
2105	605	0.077079%
2106	781	0.099502%
2107	883	0.112498%
2108	883	0.112498%
2109	883	0.112498%
2110	883	0.112498%
2111	987	0.125748%
2112	883	0.112498%
2113	640	0.081538%
2114	706	0.089947%
2115	696	0.088673%
2116	706	0.089947%
2117	696	0.088673%
2118	706	0.089947%
2119	507	0.064594%
2120	701	0.089310%
2200	925	0.117849%
2201	925	0.117849%
2202	1,075	0.136959%
2203	1,075	0.136959%
2204	760	0.096827%
2205	605	0.077079%
2206	781	0.099502%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
2207	883	0.112498%
2208	883	0.112498%
2209	883	0.112498%
2210	883	0.112498%
2211	987	0.125748%
2212	883	0.112498%
2213	640	0.081538%
2214	706	0.089947%
2215	696	0.088673%
2216	706	0.089947%
2217	696	0.088673%
2218	706	0.089947%
2219	507	0.064594%
2220	701	0.089310%
2300	925	0.117849%
2301	925	0.117849%
2302	1,075	0.136959%
2303	1,075	0.136959%
2304	760	0.096827%
2305	605	0.077079%
2306	781	0.099502%
2307	883	0.112498%
2308	883	0.112498%
2309	883	0.112498%
2310	883	0.112498%
2311	987	0.125748%
2312	883	0.112498%
2313	640	0.081538%
2314	706	0.089947%
2315	696	0.088673%
2316	706	0.089947%
2317	696	0.088673%
2318	706	0.089947%
2319	507	0.064594%
2320	701	0.089310%
2400	925	0.117849%
2401	925	0.117849%
2402	1,075	0.136959%
2403	1,075	0.136959%
2404	760	0.096827%
2405	605	0.077079%
2406	781	0.099502%
2407	883	0.112498%
2408	883	0.112498%
2409	883	0.112498%
2410	883	0.112498%
2411	987	0.125748%
2412	883	0.112498%
2413	640	0.081538%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
2414	706	0.089947%
2415	696	0.088673%
2416	706	0.089947%
2417	696	0.088673%
2418	706	0.089947%
2419	507	0.064594%
2420	701	0.089310%
2500	925	0.117849%
2501	925	0.117849%
2502	1,075	0.136959%
2503	1,075	0.136959%
2504	760	0.096827%
2505	605	0.077079%
2506	781	0.099502%
2507	883	0.112498%
2508	883	0.112498%
2509	883	0.112498%
2510	883	0.112498%
2511	987	0.125748%
2512	883	0.112498%
2513	640	0.081538%
2514	706	0.089947%
2515	696	0.088673%
2516	706	0.089947%
2517	696	0.088673%
2518	706	0.089947%
2519	507	0.064594%
2520	701	0.089310%
2600	925	0.117849%
2601	925	0.117849%
2602	1,075	0.136959%
2603	1,075	0.136959%
2604	760	0.096827%
2605	605	0.077079%
2606	781	0.099502%
2607	883	0.112498%
2608	883	0.112498%
2609	883	0.112498%
2610	883	0.112498%
2611	987	0.125748%
2612	883	0.112498%
2613	640	0.081538%
2614	706	0.089947%
2615	696	0.088673%
2616	706	0.089947%
2617	696	0.088673%
2618	706	0.089947%
2619	507	0.064594%
2620	701	0.089310%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
2700	925	0.117849%
2701	925	0.117849%
2702	1,075	0.136959%
2703	1,075	0.136959%
2704	760	0.096827%
2705	605	0.077079%
2706	781	0.099502%
2707	883	0.112498%
2708	883	0.112498%
2709	883	0.112498%
2710	883	0.112498%
2711	987	0.125748%
2712	883	0.112498%
2713	640	0.081538%
2714	706	0.089947%
2715	696	0.088673%
2716	706	0.089947%
2717	696	0.088673%
2718	706	0.089947%
2719	507	0.064594%
2720	701	0.089310%
2800	925	0.117849%
2801	925	0.117849%
2802	1,075	0.136959%
2803	1,075	0.136959%
2804	760	0.096827%
2805	605	0.077079%
2806	781	0.099502%
2807	883	0.112498%
2808	883	0.112498%
2809	883	0.112498%
2810	883	0.112498%
2811	987	0.125748%
2812	883	0.112498%
2813	640	0.081538%
2814	706	0.089947%
2815	696	0.088673%
2816	706	0.089947%
2817	696	0.088673%
2818	706	0.089947%
2819	507	0.064594%
2820	701	0.089310%
2900	925	0.117849%
2901	925	0.117849%
2902	1,075	0.136959%
2903	1,075	0.136959%
2904	760	0.096827%
2905	605	0.077079%
2906	781	0.099502%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
2907	883	0.112498%
2908	883	0.112498%
2909	883	0.112498%
2910	883	0.112498%
2911	987	0.125748%
2912	883	0.112498%
2913	640	0.081538%
2914	706	0.089947%
2915	696	0.088673%
2916	706	0.089947%
2917	696	0.088673%
2918	706	0.089947%
2919	507	0.064594%
2920	701	0.089310%
3000	925	0.117849%
3001	925	0.117849%
3002	1,075	0.136959%
3003	1,075	0.136959%
3004	760	0.096827%
3005	605	0.077079%
3006	781	0.099502%
3007	883	0.112498%
3008	883	0.112498%
3009	883	0.112498%
3010	883	0.112498%
3011	987	0.125748%
3012	883	0.112498%
3013	640	0.081538%
3014	706	0.089947%
3015	696	0.088673%
3016	706	0.089947%
3017	696	0.088673%
3018	706	0.089947%
3019	507	0.064594%
3020	701	0.089310%
3100	925	0.117849%
3101	925	0.117849%
3102	1,075	0.136959%
3103	1,075	0.136959%
3104	760	0.096827%
3105	605	0.077079%
3106	781	0.099502%
3107	883	0.112498%
3108	883	0.112498%
3109	883	0.112498%
3110	883	0.112498%
3111	987	0.125748%
3112	883	0.112498%
3113	640	0.081538%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
3114	706	0.089947%
3115	696	0.088673%
3116	706	0.089947%
3117	696	0.088673%
3118	706	0.089947%
3119	507	0.064594%
3120	701	0.089310%
3200	925	0.117849%
3201	925	0.117849%
3202	1,075	0.136959%
3203	1,075	0.136959%
3204	760	0.096827%
3205	605	0.077079%
3206	781	0.099502%
3207	883	0.112498%
3208	883	0.112498%
3209	883	0.112498%
3210	883	0.112498%
3211	987	0.125748%
3212	883	0.112498%
3213	640	0.081538%
3214	706	0.089947%
3215	696	0.088673%
3216	706	0.089947%
3217	696	0.088673%
3218	706	0.089947%
3219	507	0.064594%
3220	701	0.089310%
3300	925	0.117849%
3301	925	0.117849%
3302	1,075	0.136959%
3303	1,075	0.136959%
3304	760	0.096827%
3305	605	0.077079%
3306	781	0.099502%
3307	883	0.112498%
3308	883	0.112498%
3309	883	0.112498%
3310	883	0.112498%
3311	987	0.125748%
3312	883	0.112498%
3313	640	0.081538%
3314	706	0.089947%
3315	696	0.088673%
3316	706	0.089947%
3317	696	0.088673%
3318	706	0.089947%
3319	507	0.064594%
3320	701	0.089310%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
3400	925	0.117849%
3401	925	0.117849%
3402	1,075	0.136959%
3403	1,075	0.136959%
3404	760	0.096827%
3405	605	0.077079%
3406	781	0.099502%
3407	883	0.112498%
3408	883	0.112498%
3409	883	0.112498%
3410	883	0.112498%
3411	987	0.125748%
3412	883	0.112498%
3413	640	0.081538%
3414	706	0.089947%
3415	696	0.088673%
3416	706	0.089947%
3417	696	0.088673%
3418	706	0.089947%
3419	507	0.064594%
3420	701	0.089310%
3500	925	0.117849%
3501	925	0.117849%
3502	1,075	0.136959%
3503	1,075	0.136959%
3504	760	0.096827%
3505	605	0.077079%
3506	781	0.099502%
3507	883	0.112498%
3508	883	0.112498%
3509	883	0.112498%
3510	883	0.112498%
3511	987	0.125748%
3512	883	0.112498%
3513	640	0.081538%
3514	706	0.089947%
3515	696	0.088673%
3516	706	0.089947%
3517	696	0.088673%
3518	706	0.089947%
3519	507	0.064594%
3520	701	0.089310%
3600	925	0.117849%
3601	925	0.117849%
3602	1,075	0.136959%
3603	1,075	0.136959%
3604	760	0.096827%
3605	605	0.077079%
3606	781	0.099502%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
3607	883	0.112498%
3608	883	0.112498%
3609	883	0.112498%
3610	883	0.112498%
3611	987	0.125748%
3612	883	0.112498%
3613	640	0.081538%
3614	706	0.089947%
3615	696	0.088673%
3616	706	0.089947%
3617	696	0.088673%
3618	706	0.089947%
3619	507	0.064594%
3620	701	0.089310%
3700	925	0.117849%
3701	905	0.117849%
3702	1,075	0.136959%
3703	1,075	0.136959%
3704	760	0.096827%
3705	605	0.077079%
3706	781	0.099502%
3707	883	0.112498%
3708	883	0.112498%
3709	883	0.112498%
3710	883	0.112498%
3711	987	0.125748%
3712	883	0.112498%
3713	640	0.081538%
3714	706	0.089947%
3715	696	0.088673%
3716	706	0.089947%
3717	696	0.088673%
3718	706	0.089947%
3719	507	0.064594%
3720	701	0.089310%
3800	925	0.117849%
3801	925	0.117849%
3802	1,075	0.136959%
3803	1,075	0.136959%
3804	760	0.096827%
3805	605	0.077079%
3806	781	0.099502%
3807	883	0.112498%
3808	883	0.112498%
3809	883	0.112498%
3810	883	0.112498%
3811	987	0.125748%
3812	883	0.112498%
3813	640	0.081538%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
3814	706	0.089947%
3815	696	0.088673%
3816	706	0.089947%
3817	696	0.088673%
3818	706	0.089947%
3819	507	0.064594%
3820	701	0.089310%
3900	925	0.117849%
3901	925	0.117849%
3902	1,075	0.136959%
3903	1,075	0.136959%
3904	760	0.096827%
3905	605	0.077079%
3906	781	0.099502%
3907	883	0.112498%
3908	883	0.112498%
3909	883	0.112498%
3910	883	0.112498%
3911	987	0.125748%
3912	883	0.112498%
3913	640	0.081538%
3914	706	0.089947%
3915	696	0.088673%
3916	706	0.089947%
3917	696	0.088673%
3918	706	0.089947%
3919	507	0.064594%
3920	701	0.089310%
4000	925	0.117849%
4001	925	0.117849%
4002	1,075	0.136959%
4003	1,075	0.136959%
4004	760	0.096827%
4005	605	0.077079%
4006	781	0.099502%
4007	883	0.112498%
4008	883	0.112498%
4009	883	0.112498%
4010	883	0.112498%
4011	987	0.125748%
4012	883	0.112498%
4013	640	0.081538%
4014	706	0.089947%
4015	696	0.088673%
4016	706	0.089947%
4017	696	0.088673%
4018	706	0.089947%
4019	507	0.064594%
4020	701	0.089310%

<b>Unit Number</b>	<b>Approx. Net Living Area (sq. ft.)</b>	<b>Residential Class Common Interest (%)</b>
4100	925	0.117849%
4101	925	0.117849%
4102	1,075	0.136959%
4103	1,075	0.136959%
4104	760	0.096827%
4105	605	0.077079%
4106	781	0.099502%
4107	883	0.112498%
4108	883	0.112498%
4109	883	0.112498%
4110	883	0.112498%
4111	987	0.125748%
4112	883	0.112498%
4113	640	0.081538%
4114	706	0.089947%
4115	696	0.088673%
4116	706	0.089947%
4117	696	0.088673%
4118	706	0.089947%
4119	507	0.064594%
4120	701	0.089310%
4200	925	0.117849%
4201	925	0.117849%
4202	1,075	0.136959%
4203	1,075	0.136959%
4204	760	0.096827%
4205	605	0.077079%
4206	781	0.099502%
4207	883	0.112498%
4208	883	0.112498%
4209	883	0.112498%
4210	883	0.112498%
4211	987	0.125748%
4212	883	0.112498%
4213	640	0.081538%
4214	706	0.089947%
4215	696	0.088673%
4216	706	0.089947%
4217	696	0.088673%
4218	706	0.089947%
4219	507	0.064594%
4220	701	0.089310%
4300	925	0.117849%
4301	925	0.117849%
4302	1,075	0.136959%
4303	1,075	0.136959%
4304	760	0.096827%
4305	605	0.077079%
4306	781	0.099502%

Unit Number	Approx. Net Living Area (sq. ft.)	Residential Class Common Interest (%)
4307	883	0.112498%
4308	883	0.112498%
4309	883	0.112498%
4310	883	0.112498%
4312	883	0.112498%
4314	706	0.089947%
4315	696	0.088673%
4316	706	0.089947%
4317	696	0.088673%
4318	706	0.089947%
4319	507	0.064594%
4320	701	0.089310%
Total	784,886	100.000000%

A. **LAYOUT AND FLOOR PLANS OF UNITS.** Each Residential Unit has the number of bedrooms and bathrooms noted above. The layouts and floor plans of each Unit are depicted on the Condominium Map. None of the Units have 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 of each Unit and includes the areas occupied by load bearing and nonloadbearing interior walls, columns, ducts, vents, shafts, and the like located within the Unit's perimeter walls. All areas are not exact and are approximate based on the floor plans of each type of Unit.

C. **COMMON INTEREST.** The Common Interest for each of the one thousand six (1,006) Units (including the Commercial Unit and the Residential Units) in the Project is calculated by dividing the approximate net living area of the Unit by the total net living area of all the Units in the Project. In order to permit the Common Interest to equal one hundred percent (100%), the Common Interest attributable to Unit 150 was increased by 0.000097%.

D. **RESIDENTIAL UNIT CLASS COMMON INTEREST.** The Residential Unit Class Common Interest is calculated by 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 Unit Class Common Interest attributable to Unit 150 was decreased by 0.000083%.

E. **PARKING STALLS, STORAGE LOCKERS, AND STORAGE ROOMS.** The Condominium Map depicts the location, type, and number of parking stalls, storage lockers, and storage rooms in the Project. Numbered parking stalls, storage lockers, and storage rooms designated on the Condominium Map as "Residential Unit Limited Common Elements" not otherwise identified above as a Limited Common Element to a specific Unit are Limited Common Elements appurtenant to Unit 3212. Developer has the reserved right to redesignate and reassign parking stalls, storage lockers, and storage rooms currently designated as Residential Unit Limited Common Elements appurtenant to Unit 3212 to other Units in the Project as Residential Unit Limited Common Elements appurtenant to such Residential Units.

## EXHIBIT "B"

### BOUNDARIES OF EACH UNIT

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

The limits of the respective Units shall be as described below. Developer shall have the right to adjust the boundaries and/or square footage of the Residential and Commercial Units, and the descriptions of the perimeter boundaries set forth on said 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 Section XV.B of the Declaration.

The Units shall be deemed to include: (a) 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, (b) the interior decorated or finished surfaces of all doors, door frames, columns, and window frames of perimeter and party walls, including spandrel panels and furred walls, (c) the interior decorated or finished surfaces of all floors and ceilings, (d) 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, (e) the air space surrounded by such walls, doors, door and window frames, floors and ceilings, (f) all fixtures (if any) originally installed in the Unit, and (g) 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. Each Unit shall not be deemed to include the following: (s) the undecorated and unfinished surfaces of perimeter and party walls and doors, door frames, window frames, and any exterior surfaces thereof, (t) any lanai adjacent to the Unit, as depicted on the Condominium Map, including, without limitation, (i) the decorated or finished interior surfaces of the perimeter or party walls of the lanai, (ii) any doors, sliding doors, door frames, windows and window frames located on the perimeter or party walls of the lanai, including any gasket or sealant between the doors, sliding doors, door frames, and window frames and the perimeter and party walls, floors and ceilings of the lanai, (iii) the decorated or finished surface of the floors and ceilings of the lanai, and (iv) the glass and/or metal railings of the lanai, (u) doors, sliding doors, door frames, windows and window frames located on the perimeter or party walls of the Unit, including any gasket or sealant between the doors, sliding doors, door frames, and window frames and the perimeter and party walls, floors and ceilings of the Unit, (v) the interior load-bearing walls and columns and their undecorated or unfinished surfaces, (w) any door or window frames located in the interior load-bearing walls and their undecorated or unfinished surfaces, (x) any lanais, or walls, floors, and/or ceilings partially surrounding any lanai, (y) 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 (z) any Common Elements or Limited Common Elements.

## EXHIBIT "C"

### PERMITTED ALTERATIONS TO UNITS

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

A. **IN GENERAL.** Subject to the FHA, and except as otherwise provided in the Declaration, alterations to the Project shall be governed by Article X of the Declaration. Article X of the Declaration does 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 Common Elements, the Limited Common Elements, or the Units 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 herein 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. Promptly after the work is completed, the Association, Developer, or the Owner must file and/or record the amendment along with any necessary changes to the Condominium Map. This Section does not apply to "nonmaterial additions and alterations" to the Common Elements as that term is used in Section 514B-140 of the Act. Nothing in this Section: (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 an 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 Tower or the Liner Building without the consent of the Commercial Director; (4) prohibits the Board from making or requiring that an Owner make changes within any Unit or Limited Common Element appurtenant thereto 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.** Except for Owners of Live/Work Units, discussed below, Owners of Residential Units shall not change or cause a change to the exterior of the Units, or the Limited Common Elements appurtenant thereto (including, without limitation, the installation of any type of signage) without the prior written approval of the Board pursuant to Section I.E of the Declaration, and, during the Development Period, Developer. Any change or modification that is made by Developer, in the exercise of its Developer's Reserved Rights, shall not require the approval of the Board.

1. **Permitted Alterations.** Each Residential Unit Owner has the right, subject to the terms and provisions in the Condominium Documents and the approval of the Board as provided for in Section X.E of the Declaration, which approvals shall not be unreasonably withheld or delayed, to make any of the following changes, additions, and Improvements solely within the Owner's Unit or within a Limited Common Element appurtenant only to the Owner's Unit, at such Owner's sole cost and expense:

a. To install, maintain, remove, and rearrange non-load-bearing partitions, walls, and structures from time to time within the perimeter walls of the Unit; provided that the initial enclosed living area of any Unit (as depicted on the Condominium Map) shall not be increased, including, without limitation, through the full or partial enclosure of any lanai;

b. To paint, paper, panel, plaster, tile, finish, and do or cause to be done such other work on the interior surfaces of ceilings, floors, and walls within the Unit (excluding exterior windows);

c. To finish, alter, or substitute any plumbing, electrical, or other fixtures attached to the ceilings, floors, or walls, as appropriate, for the use of the Unit or a Limited Common Element appurtenant solely to the Unit;

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

e. To consolidate two (2) or more 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 Owner must ensure that the structural integrity of the Units, Limited Common Elements, Tower and Liner Building will not be adversely affected; any plumbing or other lines that may run behind any non-load bearing walls are not adversely affected; the finish of the remaining Common Elements 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 the 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 or Class Common Interest appurtenant to any other Unit; and

f. To subdivide any Unit that may have been previously consolidated pursuant to Section X.B.1.e of the Declaration to create the same number of Units as may have existed prior to such consolidation, to designate which Limited Common Elements that were solely appurtenant to the subdivided Unit will be appurtenant to the Units resulting from the subdivision, and convert parts of the existing Unit to Common Element status to facilitate the subdivision. The total of the Common Interest for the newly-created Units must be equal to the Common Interest of the Unit that was subdivided. If an Owner subdivides a Unit, the Owner may decide whether one (1) or more than one (1) resulting Unit will have any special rights or easements that are appurtenant to the original Unit under the Declaration, or such Owner may assign some or all of those rights to either or both of the resulting newly-created Units.

2. **Noise Restrictions on Unit Floor Coverings.** As a condition to the installation, repair, alteration, or replacement of any surface floor coverings in a Residential Unit, the Owner shall provide the Board with written evidence that, as installed, the sound control underlayment of the new floor covering will mitigate sound transmission with a minimum Sound Transmission Coefficient (STC) Acoustic Standard of STC-55 and an Impact Isolation Class (IIC) rating of IIC-55 or such other rating as the Board shall have determined is required to prevent unreasonable sound transmission through the type of flooring that will be installed. The installation of 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). Following installation of such approved hard floor covering and sound control underlayment, the Owner will provide the Board with written confirmation from the installer that the material specified in the Board's written approval was duly installed and that as installed, such flooring meets the minimum standards set forth above. The Board shall have the right to require that any hard surface floor covering installed without the Board's prior written approval or not in conformity with the minimum standards in this Section shall be removed at the Owner's expense.

**C. BY COMMERCIAL UNIT OWNERS AND LIVE/WORK UNIT OWNERS.** Owner(s) of Commercial Unit(s) and Live/Work Units shall not change or cause a change to the exterior of the Units, or the Limited Common Elements appurtenant thereto without the prior written approval of the Board pursuant to Section I.E of the Declaration, and during the Development Period, Developer; provided that Owner(s) of Commercial Unit(s) and Live/Work Units may install signage as permitted under Section I.I, of the Declaration. Any change or modification that is made by Developer, in the exercise of the Developer's Reserved Rights, shall not require the approval of the Board.

Each Commercial Unit Owner and Live/Work Unit Owner has the right, subject to the terms and provisions in the Condominium Documents, to make any of the following changes, additions, and Improvements solely within the Owner's Unit or within a Limited Common Element appurtenant only to the Owner's Unit, at such Owner's sole cost and expense:

1. To install, maintain, remove, and rearrange non-load bearing walls and partitions within the Unit from time to time;
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 Unit and to tie into utility lines connecting to the Unit;
3. To decorate, paint, repaint, wallpaper or otherwise change the appearance of any walls, floors, and ceilings of within the Unit;

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

5. To consolidate two (2) 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 Owner must ensure that the structural integrity of the Units, Limited Common Elements appurtenant thereto, the Tower and the Liner Building will not be adversely affected; the finish of the remaining Common Elements are 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 Unit shall be the aggregate of the two (2) initially separate Units; and

6. Subject to any zoning or building code requirements, to subdivide any Unit to create two (2) or more Units, designate which Limited Common Elements that were solely appurtenant to the subdivided Unit will be appurtenant to the Units resulting from the subdivision, and convert parts of the existing Unit to Common Element status to facilitate the subdivision. The total of the Common Interest for the newly-created Units must be equal to the Common Interest of the Unit that was subdivided. If an Owner subdivides a Unit, the Owner may decide whether one (1) or more than one (1) resulting Unit will have any special rights or easements that are appurtenant to the original Unit under the Declaration, or such Owner may assign some or all of those rights to either or both of the resulting newly-created Units.

Any material addition or alteration to a Commercial Unit or Limited Common Element appurtenant thereto 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 Property, or is inconsistent with the Project Quality Standard. 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.

D. **BY THE BOARD.** The Board has the right to change the exterior appearance of the Project, without approval of the Association, but with the consent of the Commercial Director; provided that the cost of such change shall not exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). During the Development Period, however, the Board may not pursue any such change without Developer's prior written approval.

E. **APPROVAL OF THE BOARD; CONDITIONS TO BOARD APPROVAL.** It is intended that the Tower and Liner Building present a uniform and attractive appearance in accordance with the Project Quality Standard.

1. **Approval of Board.** Whenever any proposed modification, change, addition to, or alteration of any Unit or Limited Common Element appurtenant thereto will impact such appearance of the Tower and/or the Liner Building, or affect any shared systems or operation of the Project:

a. The Owner(s) must submit a written request for Board approval, which request must include plans and specifications depicting or showing the proposed modification, change, addition, or alteration.

b. The Board must respond to a request for approval within forty-five (45) calendar days after it receives such a request.

c. The request will be deemed approved unless, within the forty-five (45) day period, the Board (i) disapproves the request, (ii) asks the Owner to make changes, or (iii) notifies the Owner that other Owners have challenged the request.

The Board shall base its decision to grant or deny approval at least in part upon considerations of whether (and to what extent) the proposed modification, change, addition, or alteration will materially and adversely affect the exterior appearance of the Project. Except in connection with proposed

modifications to accommodate Owners with disabilities, if the Board or the Commercial Director determines that the proposed modification, change, addition, or alteration will materially and adversely affect the appearance of the exterior of the Project or is not consistent with the Project Quality Standard, the Board shall not grant approval. If the Board decides that a proposed modification, change, addition, or alteration will not materially and adversely affect the appearance of the exterior of the Project and decides to permit the modification, change, addition, or alteration as consistent with the Project Quality Standard, the Board shall first provide all Owners with written notice, and the proposed modification, change, addition, or alteration shall not be implemented until the Owners shall have an opportunity to challenge the determination, and, if challenged by any Owner, then the proposed modification, change, addition, or alteration will require the vote or written consent of Owners of Units holding no less than sixty-seven percent (67%) of the Common Interest.

2. **Conditions to Board Approval.** The Board may impose reasonable conditions upon the Board's approval of any modification, change, addition, or alteration over which it has approval authority under this Section in the Board's sole discretion, including, without limitation the following:

a. The Owner of the Unit provides evidence satisfactory to the Board that the Owner has sufficient funds in cash or by means of committed financing to fully pay the estimated costs of construction for the contemplated modification, change, addition, or alteration.

b. The Owner of the Unit provides a copy of the building permit covering the proposed Improvement work duly issued by the County, and the construction contract.

c. For modifications, changes, additions, alterations, and other work the estimated cost of which shall exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), the Owner of the Unit provide a performance bond and a labor and materials payment bond in a face amount equal to one hundred percent (100%) of the estimated cost of the construction, naming the Board on behalf of the Association, the Owners, and their Lenders, as their respective interests may appear, as additional obligees. As an alternative, and under the appropriate circumstances, the Board may approve a written indemnity, in form and content acceptable to the Association, under which the Owner of the Unit agrees to indemnify and save harmless the Association, the Owners, and their Lenders, as their respective interests may appear, from and against any claims, demands or liability arising out of any failure by the Owner to pay all costs and expenses for any and all labor, materials, or supplies for any work performed in or to the Unit or appurtenant Limited Common Element(s). The Board may also consider alternative assurances.

d. The work is done by a licensed architect, engineer, or other construction professional.

e. Changes to the plans and specifications may not be done without Board approval.

f. That the Owner's contractor shall not be permitted to use the Association's trash containers or receptacles for disposal of any construction trash or debris, and that no accumulation of trash or other debris from any construction activity within the Unit or Limited Common Element(s) shall be allowed or permitted to remain on the Common Elements, but shall be removed on a daily basis by the Owner's contractor.

g. That upon completion of the work, the Owner shall provide to the Association a copy of the notice of completion covering the modification, change, addition, alteration, or Improvement, duly published, and the affidavit of publication regarding such notice of completion, duly filed, in accordance with Section 507-43 of the Hawaii Revised Statutes.

F. **UNAUTHORIZED WORK.** The Board shall be allowed access to inspect any work being done on a Unit or Limited Common Element from time to time. It may require the removal or correction of any work (i) not authorized by the Board, or (ii) that may materially adversely affect the Common Elements, the exterior of the Project, or the rights of any other Owner.

G. **CONTRACTOR PARKING.** The Owner shall require its contractors, subcontractors, and anyone else performing the work, and their agents and independent contractors, to park offsite, unless otherwise permitted in the House Rules and/or by the Resident Manager.

H. **DEVELOPER'S RESERVED RIGHTS.** Notwithstanding the requirements of this Article to the contrary, in no event shall Developer be required to obtain Board approval when exercising Developer's Reserved Rights set forth in the Declaration.

I. **FACADE SIGNAGE; LIVE/WORK UNIT OWNERS, COMMERCIAL UNIT OWNERS AND DEVELOPER.** Each Live/Work Unit Owner and Commercial Unit Owner shall have the exclusive right for the benefit of his/her Live/Work Unit or Commercial Unit, and Developer shall have the exclusive right for the benefit of the Residential Units, to install, maintain, repair and replace (from time to time) signs and other displays on the exterior facade of the Tower and Liner Building (individually, a "**Facade Sign**" and collectively, the "**Facade Signs**"), in a size and location as permitted by and subject to any zoning laws or other governmental requirements. The Facade Signs shall be consistent with the Project Quality Standard as determined by the Managing Agent, in its sole reasonable discretion. Facade Signs shall be subject to any requirements and limitations established by Developer with respect to all aspects of Facade Signs (including, without limitation, the plans, specifications, and method of affixing the Facade Signs to the building and extending electrical service thereto, if applicable). All Facade Signs, to the extent not required to be insured by the Association, shall be insured at the exclusive cost of the Owner installing such signage, unless insured by the Occupant of a Unit pursuant to the terms of the lease or other occupancy agreement. Any Owner who exercises its right to install the Facade Sign pursuant to this Section shall be solely responsible for the lighting, installation, maintenance and replacement, of its Facade Sign, and liable for the costs and repair of any damage to the Project proximately caused by such installation, maintenance, and replacement. Developer, jointly, may establish and administer any comprehensive sign criteria and shall assume all duties relating to Facade Signs, including, without limitation, approval thereof.

J. **OWNERS TO EXECUTE AMENDMENT DOCUMENTS IN CERTAIN CASES.** In the event that any change or alteration of a Unit pursuant to and in compliance with Article X of the Declaration shall alter the depiction of the particular Unit on the Condominium Map or the description thereof in the Declaration, the Owner of such Unit shall amend the Declaration and/or the Condominium Map to set forth such approved change or alteration, which amendment(s) may be executed by the Owner of the affected Unit or Units and by no other party, and shall become effective upon the filing thereof at the Office or recordation thereof at the Bureau. The provisions of Article XV of the Declaration notwithstanding, such amendment shall not require the consent or joinder of the Owner of any other Unit or any other Person, other than any mortgagee of such Unit or Units which are changed or altered (if the mortgagee requires such consent or joinder). Every Owner and all holders of liens affecting any of the Units of the Project 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 and agrees that he or she shall, if required by law or by any such Owner who shall have changed or altered a Unit as aforesaid, join in, consent to, execute, deliver, and file and/or record all instruments and documents necessary or desirable to effect the amendment of the Declaration and/or the Condominium Map; and appoints such Owner and his or her assigns as his or her attorney-in-fact with full power of substitution to execute, deliver, and file and/or record such documents and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable and shall not be affected by the disability of any such party.

\* \* \* \* \*

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 DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE PROJECT DOCUMENTS, THE CONDOMINIUM DOCUMENTS WILL CONTROL.

## EXHIBIT "D"

### SPECIAL USE RESTRICTIONS

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

#### A. PROJECT; IN GENERAL.

1. **Standard of Operation.** The Project shall be used only for those purposes that are consistent with a residential and commercial mixed-use development operating pursuant to the Project Quality Standard and are permitted by law and the Condominium Documents.

2. **Right to Sell, Lease or Rent.** Subject to those certain prohibitions on uses set forth herein, 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: (a) all leases shall be in writing, signed by the Owner or Owner's representative and the tenant; (b) as it pertains to the Residential Units, all leases shall have a term of not less than one hundred eighty (180) days, or such longer minimum period required by applicable law; (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 exempt therefrom; (d) without prior written approval of the Board, no leasing of less than an entire Residential Unit shall be allowed; (e) Owner shall give notice in writing to the Association that such Owner's Unit is being leased and the name of such lessee; (f) as it pertains to the Residential Units, such Owner's right to lease is subject to any owner-occupant requirements under Part V.B of the Act; and (g) no Residential Unit or Commercial Unit may be utilized for hotel purposes. Further, no Owner, or any agent of an Owner, shall engage in a circumvention of the foregoing requirements by systematically permitting the cancellation of an authorized lease, thereby effectively permitting occupancy of an Owner's Unit for less than the minimum permitted time period.

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 herein contained, nor the enforcement of any lien created pursuant to the provisions hereof, 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 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 or his or her improper operation thereof. Subject to the Association's obligation to make, build, maintain and repair all Residential Limited Common Elements and Unit Limited Common Elements and the Residential Unit Class's right to require Capital Upgrades to the Residential Limited Common Elements and Unit Limited Common Elements, decisions on repairs or modifications to the Limited Common Elements shall be made by the Owners of Units to which such 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 to the Common Elements or other Units caused by such Owner's Occupants.

5. **Prohibition on Activities that May Jeopardize the Project.** No Owner shall do or suffer or permit anything to be done or kept on or in any Unit or appurtenant 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, 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; (g) cause the

violation of any conditions, restrictions, covenants or agreement(s) entered into for the benefit of the Project; and/or (h) result in the cancellation of insurance applicable to the Project, 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 premium increase caused by a Commercial Unit shall be paid by the Owner of such Commercial Unit, and any increase caused by a Residential Unit Owner shall become a Residential Unit Class Expense.

**B. USE OF PARKING FACILITIES.** The Parking Facilities 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 parking stalls, and/or loading stalls or areas located at the Project, without the prior written approval of Developer during the Development Period. All Owners shall be provided access to the Parking Facilities to access and utilize their designated parking stall(s) (if any), guest parking stalls, patron stalls (if any), and Unit and the Limited Common Elements appurtenant thereto, as applicable; provided nothing herein shall extend to Owners a right to park vehicles at the Project except as otherwise agreed to by the Managing Agent unless such Owner has a license or other right to utilize a parking stall in the Project.

**C. COMMERCIAL UNITS AND LIMITED COMMON ELEMENTS.**

1. **Commercial Use.** The Commercial Units, the Commercial Limited Common Elements, and the Commercial Unit Limited Common Elements shall be used for any commercial purpose permitted by law; provided such use is consistent with the Condominium Documents and the Project Quality Standard, as determined by the Managing Agent, in its sole reasonable discretion. The Commercial Units may be leased at the discretion of the Commercial Unit Owner, subject to the provisions of the lease and the Condominium Documents. The Owner of any Commercial Unit, in 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 consistent with the Project Quality Standard and the Condominium Documents. The Owner of any Commercial Unit may retain any and all compensation paid to the Owner in return for permitting a vendor to use space within the Commercial Unit or its Limited Common Elements. The commercial uses of any Commercial Unit are subject to change at the discretion of the Commercial Unit Owner, subject to the terms of any lease and the Condominium Documents, and the Project Quality Standard, as determined by the Managing Agent, in its sole reasonable discretion. No Owner shall be guaranteed access through any Commercial Unit.

2. **Limitations on Commercial Use.** The following uses are not permitted uses within or of the Commercial Units or their Limited Common Elements:

- 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) that display only a limited number of automobiles on-site at any particular time may be permitted upon approval by Developer during the Development Period, 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 use in a clean and sanitary manner;
- d. salvage business;
- e. truck terminals and truck stop-type facilities, including truck parking lots (except as may be incidental to a use that 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;
- g. fitness centers and spas;
- h. banquet hall facilities and meeting or event spaces;

i. pawn shops, check cashing, money transfer, arcades, and gaming establishments;

j. "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;

k. mini-warehouses, and warehouse/distribution centers;

l. any facility for the dyeing and finishing of textiles, the production of fabricated metal products, or the storage and refining of petroleum;

m. dry cleaning plants; provided that facilities for drop-off or pick-up of items dry cleaned outside of the Project are permitted;

n. engine and motor repair facilities (except in connection with any permitted automobile service station);

o. heavy machinery sales and storage facilities;

p. any other 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; and

q. any other use that is not consistent with the Project Quality Standard.

Any amendment to the Declaration that would directly limit or interfere in any way with or change the use of the Commercial Units or their Limited Common Elements, or limit access to or from the Commercial Units or their Limited Common Elements, shall require and will not be effective without, the prior written approval of the Project Lender and the Commercial Director, and after the termination of the Commercial Director Consent Rights, the Project Lender and a Majority of the Commercial Unit Class.

#### **D. RESIDENTIAL UNITS AND LIMITED COMMON ELEMENTS.**

1. **Residential Use.** Except as provided herein, Residential Units and their appurtenant Limited Common Elements shall be used exclusively for residential purposes. Notwithstanding the foregoing, 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 employees, clients, or customers (which are addressed in (b) and (c), above), 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; (f) 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; (g) 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 (h) 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 Section shall be construed to prohibit 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 Units in the Project.

Notwithstanding the foregoing, certain Residential Units are subject to HHFDC's use, sale and transfer restrictions, and HHFDC buy-back rights and a shared appreciation equity program agreement pursuant to Section 201H-47 through -51, Hawaii Revised Statutes, and Chapter 15-308, Hawaii Administrative Rules. The program restrictions run with the land and are applicable to the Residential Unit or Owner thereof until the restrictions automatically expire and the program is released.

2. **Live/Work Units.** Live/Work Units are Residential Units where commercial activities are permitted. Accordingly, Live/Work Units and their appurtenant Limited Common Elements may be used for residential purposes and, subject to Section VI.C.2 of the Declaration, any commercial purpose permitted by law; provided such commercial use is consistent with the Condominium Documents and the Project Quality Standard, as determined by the Managing Agent, in its sole reasonable discretion.

3. **Maximum Occupancy.** Unless limited otherwise by County ordinance, or other applicable law, no Residential Unit shall be occupied by more than nine (9) persons and provided that 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 Unit for a one (1) day function with prior written notice to the Managing Agent or the Resident Manager and subject to the limitations set forth in the House Rules.

4. **Unightly Articles.** Portions of a Residential Unit and its appurtenant 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. 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 its 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 and Utilization of Short-Term Online Rental Platforms.** Residential Units and their Limited Common Elements, or any portion of any, shall *not be the subject of or sold, transferred, conveyed, leased, occupied, rented, or used 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. The Residential Units 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. Furthermore, the Residential Units and their Limited Common Elements, or any portion of any, shall not be used for transient or hotel purposes. The Residential Units shall also not be placed in or made available on any short-term online rental platform or any other platform whereby potential occupants are solicited to stay in a Unit for less than a thirty (30) day period. The foregoing restrictions are collectively referred to as "Occupancy Restrictions." The Occupancy Restrictions may be enforced by Developer, the Association, the Resident Manager, 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 Developer, the Association, the Resident Manager, 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 Residential Amenities.** The Residential Amenities, which are located on the levels 1 and 43 of the Tower, are Residential Limited Common Elements. Except as otherwise provided herein, the Residential Amenities shall only be used by the Residential Unit Owners, while in residence, their Occupants, and non-residing guests while accompanied by the Owner or Occupant. The Residential Amenities are 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 Residential Amenities to service any Person other than an Owner (or Owner's invitees), nor shall any Owner charge a fee for others to utilize the Residential Amenities, nor shall the Residential Amenities be used by 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 Residential 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 of Developer that any or all of the Residential Amenities will be built, located as depicted on the Condominium Map and/or offered to Residential Unit Owners.

7. **Sales and Marketing; Marketing Materials.** Except for Residential Units owned by Developer and used for sales and marketing purposes, no "open houses" or similar activity promoting the sale of a Residential Unit shall be permitted at the Project without the prior written consent of Developer during the Development Period, and, after the expiration or termination of the Development Period, the Board. All sales and marketing materials provided to an Owner in connection with the Residential Unit or the Project that are otherwise the property of Developer, including, but not limited to, any imagery, logos, artistic renderings, weblinks, layout depictions, video clips, and other similar marketing materials, may not be used by an Owner or any rental agent in the promotion of any Residential Unit in the Project in any fashion whatsoever without the prior written approval of the Developer, which approval may be withheld in their sole discretion. Any use of such material in any way by Owner or any rental agent without such permission will entitle Developer to immediately enjoin such use and to pursue any and all remedies against the Owner, independently of the obligations set forth in the Declaration. The Owner and/or rental agent will be fully responsible to pay for all costs incurred by the Developer in enforcing its proprietary rights in and to such material, including, but not limited to, any and all attorneys' fees and costs.

E. **USE OF COMMON ELEMENTS.** Subject to the reserved rights of Developer contained herein, and the express limitations on use set forth herein, 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, a Commercial Unit Owner, or a Residential 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 Common Elements, 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. Prior to the expiration of the Development Period, no such lease, use, or change in use may be made without the prior written consent of Developer.

2. **No Right to Obstruct the Common Elements.** Subject to the Developer's Reserved Rights and subject to Developer's ability to obstruct such areas in the exercise of its Developer's Reserved Rights, no Owner or Occupant may place, store, or maintain on walkways, stairways, roadways, grounds, or other Common Elements any furniture, packages, or objects of any kind or otherwise obstruct transit through the Common Elements. This does not prohibit: (a) an Owner from placing goods and other materials on the Common Elements when loading or unloading them, or transporting them to the Unit or to a storage locker or storage room that is a Limited Common Element, or storing them on a Limited Common Element lanai appurtenant to the Owner's Unit in accordance with the House Rules; provided that any such loading, unloading, and transportation must be completed

promptly in designated areas and in accordance with the House Rules; and (b) the Commercial Unit Owners' use of the Limited Common Elements appurtenant to the Commercial Units for commercial activity.

**F. USE OF LIMITED COMMON ELEMENTS.** Subject to the Declaration and the reserved rights of Developer herein, Owners shall have the right to use the Limited Common Elements appurtenant to their Units for any purpose permitted by zoning, 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 Limited Common Element without the prior written consent of the Owners of the Unit(s) to which such Limited Common Element is appurtenant and the Project Lender. The Owners of at least sixty-seven percent (67%) of the Common Interest that is appurtenant to Units to which any particular Limited Common Element is appurtenant shall have the right to change the use of a particular Limited Common Element, by vote or written consent, subject to the prior written consent of the Project Lender, and the terms of the Declaration.

**G. SEPARATION, COMBINATION OF UNITS; TRANSFER OF INTEREST.** Subject to the Developer's Reserved Rights set forth herein, no Owner may partition or separate 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 X.B.1 of the Declaration. No 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, (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), (3) limit the right of an Owner to transfer a Limited Common Element parking stall, storage locker, or storage room as provided in Section XV.A.3 of the Declaration and Section 514B-40 of the Act, or (4) prevent the lease, sublease, or rental of portions of a Commercial Unit. Except as provided in clauses (1) and (4) 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 Condominium Documents. 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 the 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 the 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 Units which is a source of annoyance to the Owners or Occupants of other Units or which interferes with the peaceful possession or proper use of the Units by its Owners or Occupants. Notwithstanding the foregoing, the Commercial Units may be used in accordance with Section VI.C.1 of the Declaration, and commercially reasonable standards for noise and nuisance as to such Units will be permitted at the Project.

**J. ADVERTISEMENTS; SIGNS.** Subject to Developer's Reserved Rights or easement rights or restrictions set forth herein and any applicable House Rules, Residential Unit Owners shall not place advertisements, posters, or signs of any kind, including, without limitation, any "For Sale" or "For Rent" signs, on the exterior of any Residential Unit, in the windows of a Residential Unit, in the exterior portions of the Limited Common Element lanai appurtenant to the Residential Unit, in the Residential Limited Common Elements, or in any Common Element, unless prior written approval is received from the Board. The Commercial Units shall have the right to affix signs to any portion of the Commercial Unit and the Limited Common Elements appurtenant solely thereto provided the same are consistent with the Project Quality Standard, as approved by the Managing Agent in its sole reasonable discretion.

**K. ANTENNAS, SATELLITE DISHES.** To the extent permitted by applicable law, the House Rules, and subject to Section VI.G of the Declaration, antenna, satellite dish, or other transmitting or receiving apparatus shall be permitted within those portions of a Residential Unit under the exclusive control of a Residential Unit Owner and that are not visible from the exterior of the Unit.

L. **PETS.** Residential Unit Owners are permitted to keep pets in their Units 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 "assistance animal."

M. **HOUSE RULES.** Additional use restrictions that are consistent with the Declaration and the Bylaws may be set forth in the House Rules adopted by the Board.

N. **RIGHTS OF THE BOARD.** Except as may otherwise be provided herein, and not by way of limitation, the Board shall have the following authority and power:

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

2. On behalf of the Association, to lease or otherwise use for the benefit of the Association the 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 vote or written consent 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 Common Elements not falling within Section VI.O.2 of the Declaration, upon obtaining: (a) the vote or written consent 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;

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

5. The consent of a Majority of the Residential Directors to the exercise of the Board's rights herein shall be required if the exercise of the right directly impacts any Residential Unit Owner's use and operation of the Residential Units and their Limited Common Elements.

O. **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 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. Nothing herein shall limit the right of an Owner to transfer a Limited Common Element parking stall, storage locker, or storage room as provided in Section XV.A.3 of the Declaration and Section 514B-40 of the Act.

P. **NON-APPLICABILITY TO DEVELOPER.** Notwithstanding anything provided herein to the contrary, as long as there are unsold Units in the Project, the provisions of Article VI of the Declaration shall not apply to the Units owned by Developer, 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.

**Q. DEVELOPER'S RESERVED RIGHTS.** Notwithstanding the requirements of this Article to the contrary, in no event shall Developer be required to obtain Board approval when exercising the Developer's Reserved Rights set forth in the Declaration.

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL RESTRICTIONS ON ALTERATIONS TO 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.

## EXHIBIT "E"

### COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

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

A. **COMMON ELEMENTS.** One freehold estate is hereby designated in all portions of the Project not otherwise defined as a "Unit," herein called the "Common Elements." The Common Elements shall include specifically, but shall not be limited to, the following:

1. The Land in fee simple and any other appurtenances thereto described in **Exhibit "A"**; subject, however, to the rights of Developer herein affecting the Land;
2. The Building Structure;
3. The Resident Manager's Apartment;
4. The Parking Facilities located on levels 1 through 13 of the Project, excluding any portion of the Parking Facilities designated as Residential Limited Common Element or Commercial Limited Common Element herein or on the Condominium Map;
5. All fans, vents, shafts, drains, sewer lines, water lines, pipes, generators, cables, conduits, ducts, electrical equipment, water pumps, fire pumps and other equipment, telecommunication equipment, security equipment, cooling tower(s), wiring and other central and appurtenant transmission facilities and installations on, above, over, under and across the Property to the point of their respective connections to Improvements comprising a part of the Units which serve all of the Units 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 otherwise designated herein or on the Condominium Map;
6. All landscaping, walkways, sidewalk, hallways, corridors, loading stalls, areas, or rooms, including, without limitation, areas or rooms housing the items described in paragraph 3, above, rooms housing fire protection, telecommunications and/or security equipment, storage rooms, and installations existing for common use by or for the common benefit of all Units, unless otherwise designated herein or on the Condominium Map;
7. All mechanical equipment, rooms, and areas that service all of the Units and/or the Common Elements appurtenant to all Units; and
8. All other areas of the Project that are not described as a Unit or a part thereof.

B. **LIMITED COMMON ELEMENTS.** The Limited Common Elements are hereby designated, set aside and reserved for the exclusive use of 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 herein. The responsibility to maintain, clean, upkeep, repair, replace, alter, improve and/or add to Residential Limited Common Elements and Unit Limited Common Elements shall be the responsibility of the Association, as set forth below. The responsibility to clean, upkeep, repair, replace, alter, improve and/or add to Commercial Limited Common Elements shall be the responsibility of the Commercial Unit Owner(s) who own the Commercial Unit(s) to which such Limited Common Elements are appurtenant. If there is more than one Unit to which the Limited Common Element is appurtenant, then the cost thereof shall be charged to each Owner in proportion to the Common Interest or Class Common Interest, as applicable, appurtenant to each respective Unit.

1. **Commercial Limited Common Elements.** The Commercial Limited Common Elements include those parts of the Common Elements that are reserved for the exclusive use of one or more of the Commercial Unit Owners, and shall include the following:

- a. 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), grease traps, exhaust ducts, supporting apparatus, electrical equipment, electrical closets, storage rooms, communications rooms, pump rooms,

systems and apparatus, HVAC, 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 Limited Common Elements appurtenant only to the Commercial Units; any other fixtures that serve the Commercial Units or the Limited Common Elements appurtenant to the Commercial Units and serve none of the Residential Units or Limited Common Elements appurtenant thereto;

b. All utility, maintenance and work rooms, closets and facilities, storage rooms, electrical, mechanical and telecommunication rooms, accessory equipment areas, storage areas, and other support areas that service only the Commercial Units or the Limited Common Elements appurtenant thereto;

c. The parking stalls and loading stalls located on level 1 of the Tower, assigned to the Commercial Units and depicted as "Commercial Limited Common Element" on the Condominium Map;

d. The lanais, if any, appurtenant to the Commercial Units; and

e. Any other areas described as "Commercial Limited Common Element" herein or on the Condominium Map otherwise designated as a Commercial Unit Limited Common Element.

2. **Residential Limited Common Elements.** The Residential Limited Common Elements include those parts of the Common Elements that are reserved for the exclusive use of all Residential Unit Owners and shall include the following:

a. Elevators and the related elevator vestibules, elevator overrun(s), and/or elevator lobbies designated as "Residential Limited Common Element" herein or on the Condominium Map;

b. The common hallways, stairways and corridors on levels 1 through 43 of the Tower and levels 1 through 12 of the Liner Building, depicted as "Residential Limited Common Element" on the Condominium Map;

c. The trash chutes located on levels 1 through 43 of the Tower and levels 1 through 12 of the Liner Building;

d. Portions of the Parking Facilities, loading stalls, roadways, driveways, access lanes, ramps, landscaped areas, sidewalks, walkways, hallways, and grounds of the Project that is/are part of the Residential Limited Common Elements, as depicted on the Condominium Map;

e. The residential lobby, manager's office, employee locker rooms, mailroom, parcel area, storage, and security office located on level 1 of the Tower, depicted as "Residential Limited Common Element" on the Condominium Map;

f. The sales office located on level 1 of the Liner Building, depicted as "Residential Limited Common Element" on the Condominium Map;

g. The Residential Amenities located on levels 1 and 43 of the Tower, which may include the fitness center(s), restrooms, bike storage, and other amenities, and any other Improvements depicted as "Residential Limited Common Element" on the Condominium Map;

h. Those portions of any pipes, drains, 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, HVAC, 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 Limited Common Elements appurtenant only to the Residential Units; any other fixtures that serve more than one Residential Unit or the Limited Common Elements appurtenant to the Residential Units and serve none of the Commercial Units or Limited Common Elements appurtenant thereto;

i. All utility, maintenance and work rooms, closets and facilities, storage rooms, equipment room, electrical, mechanical and telecommunication rooms, accessory equipment areas, storage areas,

and other support areas that service only the Residential Units or the Limited Common Elements appurtenant thereto;

j. Any and all decorative elements which may be added by or on behalf of Developer to any Limited Common Element appurtenant to the Residential Units 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;

k. Any portion of the Tower rooftop, mechanical equipment areas or stairways thereon, servicing only the Residential Units and/or the Limited Common Elements appurtenant thereto, depicted as "Residential Limited Common Element" on the Condominium Map; and

l. Any other areas described as "Residential Limited Common Element" herein or on the Condominium Map as "Residential Limited Common Element."

3. **Unit Limited Common Elements.** Unit Limited Common Elements are those parts of the Common Elements that are appurtenant to one or more Units but less than all Units within a Unit Class and are reserved for the exclusive use of one (1) or more but less than all of the Units of a Unit Class, as more specifically set forth below. Each Residential Unit shall have appurtenant thereto, as Unit Limited Common Elements, the following:

a. One (1) assigned mailbox. Such mailbox shall be identified by the same number as the Residential Unit to which it is appurtenant;

b. Parking stalls located in the Parking Facilities, designated as "Unit Limited Common Element" on the Condominium Map and assigned to a Residential Unit;

c. Storage areas and storage lockers located in the Parking Facilities, designated as "Unit Limited Common Element" on the Condominium Map and assigned to a Residential Unit;

d. Any chute, flue, duct, wire, conduit, drain, or any other fixture which lies totally within or partially within and partially outside the designated boundaries of a Residential Unit, any portion thereof serving only that Residential Unit shall be a Unit Limited Common Element appurtenant to said Residential Unit;

e. Any lanai adjacent to such Residential Unit, as depicted on the Condominium Map, including, without limitation, (i) the decorated or finished interior surfaces of the perimeter or party walls of the lanai, (ii) any doors, sliding doors, door frames, windows and window frames located on the perimeter or party walls of the lanai, including any gasket or sealant between the doors, sliding doors, door frames, and window frames and the perimeter and party walls, floors and ceilings of the lanai, (iii) the decorated or finished surface of the floors and ceilings of the lanai, and (iv) the glass and/or metal railings of the lanai shall be a Unit Limited Common Elements appurtenant to such Residential Unit;

f. Any doors, sliding doors, door frames, windows and window frames located on the perimeter or party walls of the Unit, including any gasket or sealant between the doors, sliding doors, door frames, and window frames and the perimeter and party walls, floors and ceilings of the Unit shall be a Unit Limited Common Elements appurtenant to such Residential Unit;

g. Residential Units 102, 104, 106, 108, and 110 each shall have appurtenant thereto the yard area located outside their respective Units, as bounded by the vinyl fence. The vinyl fence enclosing the yard areas shall be a Unit Limited Common Element appurtenant to Residential Units 102, 104, 106, 108, and 110, collectively.

h. Any compressors, air conditioning, and/or heating equipment or other mechanical equipment located on the lanai which compressor or other mechanical equipment exclusively servicing such Residential Unit shall be appurtenant to such Residential Unit; and

i. Any other areas described and/or depicted as "Unit Limited Common Element" labeled by the appurtenant Residential Unit, herein or on the Condominium Map.

\* \* \* \* \*

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 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.

**EXHIBIT "F"**

**ENCUMBRANCES AGAINST TITLE**

1. Real Property Taxes pending.

Tax Key: (1) 2-7-022-015	Area assessed: 19,030 sq. ft. - covers Parcels First
Tax Key: (1) 2-7-022-031	Area assessed: 5,858 sq. ft. - covers Parcel Second
Tax Key: (1) 2-7-022-032	Area assessed: 5,779 sq. ft. - covers Parcel Third
Tax Key: (1) 2-7-022-033	Area assessed: 5,471 sq. ft. - covers Parcel Fourth
Tax Key: (1) 2-7-022-034	Area assessed: 5,200 sq. ft. - covers Parcel Fifth
Tax Key: (1) 2-7-022-035	Area assessed: 5,314 sq. ft. - covers Parcel Sixth
Tax Key: (1) 2-7-022-036	Area assessed: 5,200 sq. ft. - covers Parcel Seventh
Tax Key: (1) 2-7-022-037	Area assessed: 5,225 sq. ft. - covers Parcel Eighth
Tax Key: (1) 2-7-022-038	Area assessed: 5,200 sq. ft. - covers Parcel Ninth
Tax Key: (1) 2-7-022-039	Area assessed: 5,201 sq. ft. - covers Parcel Tenth
Tax Key: (1) 2-7-022-040	Area assessed: 5,200 sq. ft. - covers Parcel Eleventh
Tax Key: (1) 2-7-022-041	Area assessed: 5,200 sq. ft. - covers Parcel Twelfth
Tax Key: (1) 2-7-022-042	Area assessed: 5,200 sq. ft. - covers Parcel Thirteenth
Tax Key: (1) 2-7-022-043	Area assessed: 5,141 sq. ft. - covers Parcel Fourteenth
Tax Key: (1) 2-7-022-044	Area assessed: 4,421 sq. ft. - covers Parcel Fifteenth
Tax Key: (1) 2-7-022-045	Area assessed: 5,278 sq. ft. - covers Parcel Sixteenth
Tax Key: (1) 2-7-022-046	Area assessed: 5,467 sq. ft. - covers Parcel Seventeenth



7. ASSIGNMENT OF LEASES AND RENTS

ASSIGNOR : KAIPUU INVESTORS, LLC, a Delaware limited liability company

ASSIGNEE : BANK OF HAWAII, a Hawaii corporation

DATED : as of February 12, 2020

RECORDED : Document No. A-73470595

AMOUNT : \$23,000,000.00 (covers the land described herein, besides other land)

(Not noted on Transfer Certificate(s) of Title referred to herein)

8. FINANCING STATEMENT

DEBTOR : KAIPUU INVESTORS LLC

SECURED

PARTY : BANK OF HAWAII

RECORDED : Document No. A-73470596

RECORDED ON: February 12, 2020

(covers the land described herein, besides other land)

9. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KUILEI PLACE"

DATED : February 9, 2023

RECORDED : Document No. T-12245192

MAP : 2566

10. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS

DATED : February 9, 2023

RECORDED : Document No. T-12245193

## EXHIBIT "G"

### RESERVED RIGHTS OF DEVELOPER

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

Among other rights, 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 Section XIX of the Declaration, to and until December 31, 2042, Developer will have the right to negotiate, designate, grant, convey, transfer, cancel, relocate, and otherwise deal with any and all easements and rights of way under, over, across, or through 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. Developer further reserves the right to negotiate, grant, cancel, relocate, and otherwise deal with any and all temporary licenses and rights of entry under, across, or through the Project, deemed necessary or desirable in Developer's sole discretion, or as may be required by a neighboring property owner or governmental entity, including, but not limited to, temporary rights of entry or other similar licenses and agreements to accommodate the construction and development of neighboring properties such as the use of airspace for the assembly, disassembly, and operation of tower cranes, and related construction and development activities.

B. **RESERVED RIGHT TO ALTER, SUBDIVIDE AND CONSOLIDATE UNITS AND/OR CONSTRUCT IMPROVEMENTS WITHIN SAID UNITS AND/OR THEIR LIMITED COMMON ELEMENTS.** Pursuant to Section XX of the Declaration, to and until December 31, 2042, Developer will have the reserved right, without obtaining the approval of any party with an interest in the Project, including any other Owner and/or mortgagee, 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 (2) or more Units, provided that the total Common Interest appurtenant to the newly-created Units shall equal the Common Interest appurtenant to the original Unit; (3) cause the consolidation of any Units which it owns at any time; (4) convert certain portions of any existing Unit to a Limited Common Element to facilitate any subdivision or consolidation; (5) recalculate the Common Interest appurtenant to each Unit upon such subdivision and/or consolidation; provided that the total Common Interest appurtenant to the newly-created Unit(s) shall equal the Common Interest appurtenant to the original Unit(s); and (6) reclassify any Unit(s) so altered, subdivided or consolidated from the Commercial Unit Class to the Residential Unit Class.

C. **RESERVED RIGHT TO INSTALL AND MAINTAIN COMMUNITY SYSTEMS AND TO RECEIVE REVENUE THEREFROM.** Developer will have the reserved right, to and until December 31, 2042, to install or cause the installation of Community Systems on 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 and owned by Developer. The installation of Community Systems pursuant to Section XXI of the Declaration shall not be deemed to alter, impair, or diminish the Common Interest, Common Elements and easements appurtenant to the Units, or a structural alteration or addition to the Development constituting a material change, or necessitate an amendment to the Condominium Map.

D. **RESERVED RIGHT NOT TO DEVELOP AND/OR CONSTRUCT ALL OF THE RESIDENTIAL AMENITIES AND TO MODIFY, RELOCATE, RECONFIGURE, AND REMOVE RESIDENTIAL AMENITIES.** Pursuant to Section XXII of the Declaration, to and until December 31, 2042, Developer will have the reserved right not to construct, and/or not to construct at the same time, all of the Residential Amenities in the Project, as depicted on the Condominium Map, and to modify, relocate, reconfigure, and remove all or certain of the Residential Amenities.

E. **RESERVED RIGHT TO INSTALL DEVELOPER'S SIGNAGE.** Pursuant to Section XXIII of the Declaration, to and until December 31, 2042, Developer will have the reserved right 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 laws or other governmental requirements.

**F. RESERVED RIGHT TO MODIFY PROJECT AND TO AMEND CONDOMINIUM DOCUMENTS.** Pursuant to Section XXIV of the Declaration, to and until December 31, 2042, Developer will have the reserved right 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 Developer, with laws which apply to the Project, including, but not limited to, the Permit, 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, or by any governmental agency.

**G. RESERVED RIGHT TO CONVERT LIMITED COMMON ELEMENTS TO UNITS.** Pursuant to Section XXV of the Declaration, to and until December 31, 2042, Developer will have the right, without obtaining the approval of any party with an interest in the Project, including any other Owner and/or mortgagee, to convert a Unit Limited Common Element appurtenant to a Unit 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 area of a Unit. Developer will 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.

**H. RESERVED RIGHT TO RECHARACTERIZE AND REDESIGNATE LIMITED COMMON ELEMENTS.** Pursuant to Section XXVI of the Declaration, to and until December 31, 2042, Developer will have the reserved right, to amend the Declaration to (a) recharacterize all or a portion of the Unit Limited Common Elements solely appurtenant to a Unit or Units owned by Developer or Class Limited Common Elements, if all Commercial Units or Residential Units, respectively, are owned by Developer, as being 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 the Unit Limited Common Elements solely appurtenant to any Unit or Units owned by Developer to another Unit or Units, or as Class Limited Common Elements; (c) redesignate a portion of the Class Limited Common Elements, if all Commercial Units or Residential Units, respectively, are owned by Developer, as Unit Limited Common Elements solely appurtenant to a Unit or Units owned by Developer; and/or (d) redesignate a portion of the Commercial Limited Common Elements or Residential Limited Common Elements, if all Commercial Units or Residential Units, respectively, are owned by Developer as Residential Limited Common Elements or Commercial Limited Common Elements, if all Residential Units or Commercial Units, respectively, are owned by Developer. Upon recharacterization of any Limited Common Element to 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.

**I. RESERVED RIGHT TO CONVEY PROPERTY TO THE ASSOCIATION.** Pursuant to Section XXVII of the Declaration, to and until December 31, 2042, Developer will have the reserved right, 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.

**J. RESERVED RIGHT TO CONDUCT SALES ACTIVITIES.** Pursuant to Section XXVIII of the Declaration, to and until December 31, 2042, Developer will have the reserved right to access and conduct extensive sales activities at the Project, including the use of any Unit owned by Developer or its successors or assigns and the Limited Common Elements appurtenant solely to said Unit and use of the Residential Limited Common Elements, including the Residential Amenities.

**K. RESERVED RIGHT TO CONSOLIDATE, SUBDIVIDE, AND WITHDRAW LAND.** Pursuant to Section XXIX of the Declaration, to and until December 31, 2042, Developer will have the reserved right to (i) consolidate the Land with another parcel(s) of land; (ii) subdivide the Land to create separate parcels of land; 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.

**L. RESERVED RIGHT TO ALTER THE NUMBER OF FLOORS AND/OR UNITS IN THE PROJECT.** Pursuant to Section XXX of the Declaration, to and until December 31, 2042, Developer will have the reserved right to reduce or increase the number of floors and Units in the Project notwithstanding anything provided to the contrary, and except as otherwise provided by law.

**M. RESERVED RIGHT TO ADDRESS ARCHAEOLOGICAL ISSUES.** Pursuant to Section XXXI of the Declaration, to and until December 31, 2042, Developer will have the reserved right to respond to and appropriately deal with any inadvertent finds of human skeletal remains or burial goods, or other historic or archaeological finds during the course of construction of the Project in compliance with the Master Charter and applicable State law, and the determinations with respect thereto made by the State Historic Preservation Division by: (a) designating one or more Common Elements, including open spaces and areas beneath structural elements of the Building Structure as burial preserve areas; (b) recording against the Land one or more documents related to the preservation or relocation of any burials or artifacts, including, but not limited to, binding short term and long term measures such as fencing, buffers, landscaping, access easements, plaques, and other identifying measures; (c) relocating or preserving in place at any portion of the Project any remains, burial goods, or artifacts that may be found during the course of site preparation and construction of the Project; (d) making changes to the Building Structure, Common Elements, and Limited Common Elements necessary to accommodate the foregoing; and (e) entering into any agreements and preparing any reports necessary or prudent to document the decisions and requirements of any governmental agency or entity.

**N. RESERVED RIGHT TO DEREGISTER THE LAND AND THE PROJECT FROM THE LAND COURT OF THE STATE OF HAWAII.** Pursuant to Section XXXII of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2042, Developer reserves the right to file a voluntary request for deregistration with the Assistant Registrar of the Land Court of the State pursuant to Section 501-261.5 of the Hawaii Revised Statutes, as amended. In connection therewith, Developer shall have the right, as necessary, to amend the Project Documents, including, but not limited to, the Declaration, to revise the legal description of the Land underlying the Project, and to make other changes as may be required to reflect the deregistration of the Land and the Project.

**O. RESERVED RIGHT TO AMEND THE CONDOMINIUM DOCUMENTS TO REMOVE REFERENCES TO LOT OWNER AFTER ACQUISITION.** Pursuant to Section XXXIII of the Declaration, the Declaration and the Bylaws shall be deemed automatically amended to remove any references to Lot Owner as fee simple owner of the Land effective on the date of filing of the conveyance documents conveying to Developer the Lot Owner's fee simple interests in the Land, and upon such date Developer shall have the reserved right, without the consent or joinder of any other person or party, to file an amendment to this Declaration and the Bylaws, as appropriate, to effect the same at the Office and/or Bureau.

**P. ASSIGNMENT OF RESERVED RIGHTS.** Pursuant to Section XXXIV of the Declaration, to and until December 31, 2042, the rights reserved to Developer in the Declaration shall be fully and freely assignable by Developer in whole or in part during the Development Period.

#### **BYLAWS**

**A. RESERVED RIGHT TO AMEND BYLAWS.** Pursuant to Section X.3.B of the Bylaws, Developer shall have the reserved right to unilaterally amend the Bylaws to the extent set forth in the Declaration.

#### **HOUSE RULES**

**RESERVED RIGHT TO AMEND HOUSE RULES.** During the Developer Control Period, 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 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 DEVELOPER. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONDOMINIUM DOCUMENTS, THE CONDOMINIUM DOCUMENTS WILL CONTROL.

**EXHIBIT "H"**

**ESTIMATED BUDGET AND INITIAL MAINTENANCE FEES**

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

**INSURANCE, ENERGY AND LABOR COSTS ARE CURRENTLY IN FLUX AND CAN SUBSTANTIALLY INCREASE OVER A SHORT PERIOD OF TIME. 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 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 as set forth in Section 6, item 1 of the Developer's Public Report.

**CERTIFICATION OF INITIAL ESTIMATE OF MAINTENANCE FEES**

Attached hereto is a true and correct copy of the projected budget for the Project prepared by Developer. The budget consists of estimated income, disbursements, and maintenance fees for the first year of the Project following commencement of the Association by Developer. The budget was prepared using generally accepted accounting principles. The budget was prepared as of the date of this Public Report and does not account for inflation, future unknown cost changes, and any other unanticipated events including, but not limited to, acts of government, acts of God, terrorism, or war. The budget provides for the separate utility submetering of each unit. Unit TV/Internet services, electricity and water/sewer costs are billed separately to owners in addition to regular unit billing for maintenance fees, and common and residential reserve fund contributions. Owners should anticipate that costs may increase from the initial estimate. The Initial Estimate of Maintenance Fees is simply an estimate prepared at the time of the issuance of the Public Report. The breakdown of monthly and annual maintenance fees reserve contributions attached hereto were determined in accordance with Section 514B-148 of the Hawaii Revised Statutes and prepared in good faith using generally accepted accounting principles.

As permitted pursuant to Section 514B-148(b) of the Hawaii Revised Statutes, new associations need not collect estimated reserves until the first fiscal year following the association's first owners' meeting. Developer conducted two reserve studies by ownership class to define owner reserve contributions as defined in the initial budget. The two reserve studies define the common components (components maintained by both the Commercial Unit Class and Residential Unit Class) and residential components (components maintained solely by the Residential Unit Class) as such Unit Classes are defined in the Declaration. A reserve study is a budgeting tool used to determine owner contributions to preserve and maintain the Project over a thirty-year period. A reserve study is not a quality assessment of the components nor a component maintenance plan. There are different methods available for preparing a reserve study funding plan. These reserve studies use the cash flow method of analysis that requires a thirty-year forecast in its funding plan. The reserve study reflects annual 5% annual increases to reserve fund contributions in subsequent years. The Association will begin funding reserves from a zero starting balance at the beginning of the first fiscal year following the first owners' meeting.

Unit Electricity & Water/Sewer are sub-metered and billed separately each month based on usage. As of the date of this Public Report, the average 2-bed/2-bath unit with 3 occupants is estimated at \$288/month electricity & \$82/month water/sewer. Units with more or less occupants/usage will affect the monthly costs. Monthly Internet/Television Service is also estimated separately at \$52.25 per unit.

**2599 KAPIOLANI, LLC,**  
a Delaware limited liability company

By:   
Name: Bryan Li  
Its: Authorized Signatory

**Kuilei Place**

**Operating Budget**

Description	Residential		Commerical	
	Monthly	Annual	Monthly	Annual
<b>REVENUE</b>				
Maintenance Fees	\$533,736	\$6,404,832	\$3,068	\$36,816
Electrical Reimbursement (includes submetering)	\$289,443	\$3,473,316	\$0	\$0
Water/Sewer Reimbursement	\$84,679	\$1,016,148	\$0	\$0
TV/Internet Reimbursement	\$52,512	\$630,144	\$0	\$0
Investment Interest (Included in reserve study)	\$0	\$0	\$0	\$0
EV Charging Income	\$0	\$0	\$0	\$0
Pet fees	\$2,513	\$30,156	\$0	\$0
<b>Total Revenue</b>	<b>\$962,883</b>	<b>\$11,554,596</b>	<b>\$3,068</b>	<b>\$36,816</b>
<b>UTILITIES</b>				
Electricity	\$338,646	\$4,063,752	\$0	\$0
Gas	\$50,386	\$604,632	\$0	\$0
Television/Cable/Internet	\$52,512	\$630,144	\$0	\$0
Water/Sewer	\$84,871	\$1,018,452	\$0	\$0
Management Telephone/Internet	\$2,063	\$24,756	\$0	\$0
<b>Subtotal</b>	<b>\$528,478</b>	<b>\$6,341,736</b>	<b>\$0</b>	<b>\$0</b>
<b>CONTRACT SERVICES</b>				
Window Washing	\$10,250	\$123,000	\$0	\$0
Elevator Residential	\$8,350	\$100,200	\$0	\$0
Generator	\$298	\$3,576	\$0	\$0
Plumbing Maintenance-contract	\$500	\$6,000	\$0	\$0
Greywater System Maintenance-contract	\$4,667	\$56,004	\$0	\$0
Mechanical Maintenance-Common Area	\$15,000	\$180,000	\$138	\$1,656
Electrical Maintenance-Common Area	\$3,750	\$45,000	\$34	\$408
Landscape Contract	\$8,100	\$97,200	\$74	\$888
Roof-contract	\$714	\$8,568	\$0	\$0
Refuse	\$10,834	\$130,008	\$0	\$0
Trash Chutes-contract	\$450	\$5,400	\$0	\$0
Fire Alarm Systems	\$4,167	\$50,004	\$38	\$456
Security/IT Support	\$750	\$9,000	\$7	\$84
Submetering	\$4,523	\$54,276	\$41	\$492
Purchasing Hui	\$125	\$1,500	\$1	\$12
<b>Subtotal</b>	<b>\$72,478</b>	<b>\$869,736</b>	<b>\$333</b>	<b>\$3,996</b>
<b>MAINTENANCE</b>				
Cleaning Supp/Equip	\$2,500	\$30,000	\$0	\$0
Elevator (permits)	\$430	\$5,160	\$0	\$0
Grounds-Landscaping Supplies	\$284	\$3,408	\$3	\$36
Grounds-Tree Trimming	\$88	\$1,056	\$1	\$12
Electrical/Lighting Supplies	\$450	\$5,400	\$0	\$0
Mechanical/Plumbing Repairs/Supplies	\$1,000	\$12,000	\$0	\$0
Common Area Pool Supplies	\$2,000	\$24,000	\$0	\$0
Pest Control	\$665	\$7,980	\$6	\$72
Security Equipment Repairs	\$500	\$6,000	\$5	\$60
Health Club Maintenance	\$450	\$5,400	\$0	\$0
Maintenance Equipment	\$2,700	\$32,400	\$0	\$0
Misc Rep & Mat/Supl	\$5,000	\$60,000	\$46	\$552
Bldg Maintenance Other	\$260	\$3,120	\$2	\$24
Web-Based Services	\$1,100	\$13,200	\$0	\$0

**Kuilei Place**

**Operating Budget**

Description	Residential		Commerical	
	Monthly	Annual	Monthly	Annual
Amen/Decor/Flowers	\$500	\$6,000	\$0	\$0
<b>Subtotal</b>	\$17,927	\$215,124	\$63	\$756
<b>PROFESSIONAL SERVICES</b>				
Admin Supplies & Srvc	\$6,150	\$73,800	\$56	\$672
AOUO Admin Supplies & Petty Cash	\$1,000	\$12,000	\$9	\$108
Gym Equipment Lease	\$2,374	\$28,488	\$0	\$0
Copier Lease	\$500	\$6,000	\$5	\$60
Education	\$370	\$4,440	\$3	\$36
Education-Security	\$600	\$7,200	\$6	\$72
Management Services	\$9,948	\$119,376	\$91	\$1,092
Audit	\$960	\$11,520	\$9	\$108
Legal	\$3,000	\$36,000	\$28	\$336
Other Professional Services	\$870	\$10,440	\$8	\$96
Consulting Reserve Study	\$350	\$4,200	\$3	\$36
Community Relations	\$962	\$11,544	\$9	\$108
<b>Subtotal</b>	\$27,084	\$325,008	\$227	\$2,724
<b>PAYROLL &amp; BENEFITS</b>				
Payroll-Management Excs	\$22,008	\$264,096	\$202	\$2,424
Payroll-Owner Services (exec office)	\$11,101	\$133,212	\$102	\$1,224
Payroll-Maintenance	\$17,528	\$210,336	\$161	\$1,932
Payroll-Housekeeping	\$24,734	\$296,808	\$227	\$2,724
Payroll-Associates	\$51,143	\$613,716	\$469	\$5,628
Employee Appreciation	\$570	\$6,840	\$5	\$60
Workers Comp	\$5,416	\$64,992	\$50	\$600
TDI	\$320	\$3,840	\$3	\$36
Health Care	\$19,700	\$236,400	\$181	\$2,172
Payroll Taxes	\$12,500	\$150,000	\$115	\$1,380
Payroll Preparation	\$350	\$4,200	\$3	\$36
Uniforms	\$500	\$6,000	\$5	\$60
Payroll-Bonus	\$2,500	\$30,000	\$23	\$276
Payroll-Retirement 401K-match	\$2,100	\$25,200	\$19	\$228
<b>Subtotal</b>	\$170,470	\$2,045,640	\$1,565	\$18,780
<b>OTHER EXPENSES</b>				
Insurance-Property	\$42,500	\$510,000	\$390	\$4,680
Insurance-Liability	\$4,000	\$48,000	\$37	\$444
Insurance-Flood	\$18,750	\$225,000	\$172	\$2,064
Insurance-D&O-General	\$542	\$6,504	\$5	\$60
Insurance-Fidelity-General	\$125	\$1,500	\$1	\$12
Insurance-Umbrella-General	\$1,750	\$21,000	\$16	\$192
Uninsured Expenses	\$4,167	\$50,000	\$38	\$456
<b>Subtotal</b>	\$71,834	\$862,004	\$659	\$7,908
<b>Total Operating Expenses</b>	<b>\$888,271</b>	<b>\$10,659,248</b>	<b>\$2,847</b>	<b>\$34,164</b>
<b>Transfer to Reserves</b>		<b>\$895,348</b>		<b>\$2,652</b>
<b>Total Transfer to Reserves</b>		<b>\$898,000</b>		

UNIT NUMBERS, UNIT TYPES, UNIT DESCRIPTIONS, APPROXIMATE NET LIVING AREAS, COMMON INTERESTS, CLASS COMMON INTEREST, ESTIMATED MONTHLY & ANNUAL MAINTENANCE FEES BY UNIT

6/1/2023

**A. Residential Units**

*Note: Unit Electricity & Water/Sewer are sub-metered and billed separately each month based on usage. As of the date of the Public Report, the estimated average 2-bed/2-bath (with 3 occupants) unit is estimated at \$288/month electricity & \$82/month water/sewer. Units with more or less occupants/usage will affect the monthly costs. The 2026 monthly bulk Internet/Television Service contract is assessed at \$52.25 per unit.*

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
102	3.1A	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
104	2.7A	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
106	2.8A	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
108	2.1A	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
110	2.1A	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
150	L1	1-BR/1.5-Ba	1171	0.147919%	0.149107%	\$ 796.28	\$ 9,555.36
151	L2	1-BR/1.5-Ba	1166	0.147191%	0.148553%	\$ 792.88	\$ 9,514.56
152	L2	1-BR/1.5-Ba	1166	0.147191%	0.148553%	\$ 792.88	\$ 9,514.56
153	L2	1-BR/1.5-Ba	1166	0.147191%	0.148553%	\$ 792.88	\$ 9,514.56
154	L2	1-BR/1.5-Ba	1166	0.147191%	0.148553%	\$ 792.88	\$ 9,514.56
155	L2	1-BR/1.5-Ba	1166	0.147191%	0.148553%	\$ 792.88	\$ 9,514.56
156	L2	1-BR/1.5-Ba	1166	0.147191%	0.148553%	\$ 792.88	\$ 9,514.56
157	L2	1-BR/1.5-Ba	1166	0.147191%	0.148553%	\$ 792.88	\$ 9,514.56
158	L2	1-BR/1.5-Ba	1166	0.147191%	0.148553%	\$ 792.88	\$ 9,514.56
201	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
202	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
203	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
204	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
205	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
206	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
207	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
208	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
209	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
210	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
211	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
212	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
213	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
215	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
217	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
219	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
250	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
251	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
252	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
253	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
254	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
255	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
256	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
257	1.5	1-BR/1-Ba	494	0.062360%	0.062937%	\$ 335.92	\$ 4,031.04
258	2.6	2-BR/1-Ba	763	0.096318%	0.097209%	\$ 518.84	\$ 6,226.08
259	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
260	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
261	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
262	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
263	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
264	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
301	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
302	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
303	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
304	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
305	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
306	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
307	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
308	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
309	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
310	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
311	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
312	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
313	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
315	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
317	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
319	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
350	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
351	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
352	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
353	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
354	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
355	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
356	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
357	1.5	1-BR/1-Ba	494	0.062360%	0.062937%	\$ 335.92	\$ 4,031.04
358	2.6	2-BR/1-Ba	763	0.096318%	0.097209%	\$ 518.84	\$ 6,226.08
359	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
360	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
361	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
362	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
363	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
364	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
401	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
402	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
403	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
404	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
405	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
406	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
407	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
408	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
409	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
410	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
411	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
412	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
413	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
415	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
417	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
419	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
450	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
451	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
452	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
453	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
454	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
455	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
456	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
457	1.5	1-BR/1-Ba	494	0.062360%	0.062937%	\$ 335.92	\$ 4,031.04
458	2.6	2-BR/1-Ba	763	0.096318%	0.097209%	\$ 518.84	\$ 6,226.08
459	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
460	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
461	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
462	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
463	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
464	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
501	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
502	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
503	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
504	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
505	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
506	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
507	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
508	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
509	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
510	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
511	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
512	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
513	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
515	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
517	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
519	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
550	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
551	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
552	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
553	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
554	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
555	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
556	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
557	1.5	1-BR/1-Ba	494	0.062360%	0.062937%	\$ 335.92	\$ 4,031.04
558	2.6	2-BR/1-Ba	763	0.096318%	0.097209%	\$ 518.84	\$ 6,226.08
559	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
560	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
561	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
562	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
563	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
564	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
601	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
602	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
603	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
604	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
605	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
606	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
607	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
608	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
609	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
610	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
611	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
612	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
613	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
615	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
617	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
619	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
650	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
651	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
652	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
653	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
654	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
655	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
656	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
657	1.5	1-BR/1-Ba	494	0.062360%	0.062937%	\$ 335.92	\$ 4,031.04
658	2.6	2-BR/1-Ba	763	0.096318%	0.097209%	\$ 518.84	\$ 6,226.08
659	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
660	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
661	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
662	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
663	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
664	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
701	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
702	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
703	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
704	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
705	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
706	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
707	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
708	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
709	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
710	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
711	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
712	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
713	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
715	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
717	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
719	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
750	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
751	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
752	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
753	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
754	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
755	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
756	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
757	1.5	1-BR/1-Ba	494	0.062360%	0.062937%	\$ 335.92	\$ 4,031.04
758	2.6	2-BR/1-Ba	763	0.096318%	0.097209%	\$ 518.84	\$ 6,226.08
759	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
760	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
761	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
762	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
763	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
764	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
801	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
802	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
803	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
804	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
805	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
806	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
807	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
808	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
809	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
810	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
811	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
812	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
813	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
815	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
817	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
819	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
850	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
851	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
852	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
853	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
854	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
855	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
856	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
857	1.5	1-BR/1-Ba	494	0.062360%	0.062937%	\$ 335.92	\$ 4,031.04
858	2.6	2-BR/1-Ba	763	0.096318%	0.097209%	\$ 518.84	\$ 6,226.08
859	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
860	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
861	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
862	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
863	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
864	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
901	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
902	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
903	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
904	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
905	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
906	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
907	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
908	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
909	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
910	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
911	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
912	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
913	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
915	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
917	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
919	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
950	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
951	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
952	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
953	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
954	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
955	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
956	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
957	1.5	1-BR/1-Ba	494	0.062360%	0.062937%	\$ 335.92	\$ 4,031.04
958	2.6	2-BR/1-Ba	763	0.096318%	0.097209%	\$ 518.84	\$ 6,226.08
959	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
960	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
961	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
962	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
963	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
964	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
1001	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1002	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1003	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1004	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
1005	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
1006	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
1007	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1008	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1009	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1010	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1011	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
1012	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1013	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
1015	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1017	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1019	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
1050	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
1051	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1052	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1053	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1054	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1055	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1056	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1057	1.5	1-BR/1-Ba	494	0.062360%	0.062937%	\$ 335.92	\$ 4,031.04
1058	2.6	2-BR/1-Ba	763	0.096318%	0.097209%	\$ 518.84	\$ 6,226.08
1059	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1060	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
1061	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1062	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1063	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1064	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
1101	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1102	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1103	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1104	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
1105	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
1106	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
1107	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1108	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1109	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1110	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1111	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
1112	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1113	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
1115	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1117	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1119	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
1150	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
1151	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1152	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1153	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1154	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1155	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1156	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1157	1.5	1-BR/1-Ba	494	0.062360%	0.062937%	\$ 335.92	\$ 4,031.04
1158	2.6	2-BR/1-Ba	763	0.096318%	0.097209%	\$ 518.84	\$ 6,226.08
1159	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1160	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1161	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1162	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1163	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1164	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
1201	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1202	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
1203	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1204	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
1205	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
1206	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
1207	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1208	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1209	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1210	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1211	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
1212	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1213	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
1215	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1217	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1219	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
1250	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
1251	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1252	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1253	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1254	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1255	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1256	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1257	1.5	1-BR/1-Ba	494	0.062360%	0.062937%	\$ 335.92	\$ 4,031.04
1258	2.6	2-BR/1-Ba	763	0.096318%	0.097209%	\$ 518.84	\$ 6,226.08
1259	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1260	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1261	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1262	2.5	2-BR/1-Ba	723	0.091268%	0.092113%	\$ 491.64	\$ 5,899.68
1263	1.3	1-BR/1-Ba	489	0.061729%	0.062300%	\$ 332.52	\$ 3,990.24
1264	2.10	2-BR/1-Ba	769	0.097075%	0.097974%	\$ 522.92	\$ 6,275.04
1300	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1301	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1302	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1303	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1304	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
1305	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
1306	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
1307	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
1308	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1309	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1310	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1311	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
1312	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1313	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
1314	2.3A	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1315	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1316	2.3A	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1317	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1318	2.3A	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1319	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
1320	2.4A	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
1400	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1401	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1402	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1403	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1404	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
1405	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
1406	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
1407	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1408	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1409	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1410	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1411	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
1412	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1413	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
1414	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1415	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1416	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1417	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1418	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1419	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
1420	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
1500	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1501	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1502	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
1503	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1504	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
1505	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
1506	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
1507	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1508	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1509	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1510	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1511	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
1512	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1513	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
1514	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1515	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1516	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1517	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1518	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1519	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
1520	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
1600	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1601	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1602	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1603	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1604	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
1605	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
1606	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
1607	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1608	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1609	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1610	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1611	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
1612	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1613	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
1614	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1615	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1616	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1617	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1618	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
1619	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
1620	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
1700	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1701	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1702	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1703	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1704	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
1705	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
1706	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
1707	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1708	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1709	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1710	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1711	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
1712	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1713	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
1714	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1715	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1716	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1717	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1718	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1719	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
1720	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
1800	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1801	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1802	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1803	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1804	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
1805	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
1806	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
1807	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1808	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1809	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1810	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1811	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
1812	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1813	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
1814	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1815	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1816	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1817	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1818	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1819	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
1820	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
1900	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1901	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
1902	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1903	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
1904	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
1905	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
1906	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
1907	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1908	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1909	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1910	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1911	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
1912	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
1913	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
1914	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1915	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1916	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1917	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
1918	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
1919	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
1920	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
2000	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2001	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2002	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2003	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2004	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
2005	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
2006	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
2007	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2008	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
2009	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2010	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2011	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
2012	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2013	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
2014	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2015	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2016	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2017	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2018	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2019	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
2020	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
2100	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2101	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2102	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2103	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2104	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
2105	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
2106	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
2107	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2108	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2109	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2110	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2111	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
2112	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2113	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
2114	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2115	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2116	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2117	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2118	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2119	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
2120	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
2200	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2201	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2202	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2203	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
2204	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
2205	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
2206	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
2207	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2208	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2209	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2210	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2211	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
2212	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2213	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
2214	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2215	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2216	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2217	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2218	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2219	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
2220	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
2300	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2301	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2302	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2303	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2304	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
2305	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
2306	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
2307	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2308	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2309	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2310	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2311	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
2312	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2313	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
2314	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2315	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2316	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2317	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2318	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2319	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
2320	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
2400	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2401	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2402	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2403	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2404	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
2405	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
2406	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
2407	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2408	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2409	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2410	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2411	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
2412	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2413	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
2414	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2415	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2416	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2417	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2418	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2419	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
2420	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
2500	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2501	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2502	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2503	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2504	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
2505	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
2506	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
2507	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2508	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2509	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2510	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2511	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
2512	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2513	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
2514	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
2515	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2516	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2517	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2518	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2519	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
2520	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
2600	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2601	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2602	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2603	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2604	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
2605	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
2606	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
2607	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2608	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2609	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2610	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2611	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
2612	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2613	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
2614	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2615	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2616	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2617	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2618	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2619	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
2620	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
2700	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2701	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2702	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2703	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2704	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
2705	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
2706	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
2707	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2708	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2709	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
2710	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2711	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
2712	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2713	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
2714	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2715	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2716	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2717	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2718	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2719	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
2720	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
2800	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2801	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2802	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2803	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2804	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
2805	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
2806	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
2807	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2808	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2809	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2810	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2811	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
2812	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2813	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
2814	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2815	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2816	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2817	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2818	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2819	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
2820	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
2900	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2901	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
2902	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2903	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
2904	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
2905	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
2906	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
2907	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2908	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2909	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2910	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2911	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
2912	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
2913	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
2914	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2915	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2916	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2917	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
2918	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
2919	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
2920	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
3000	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3001	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3002	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3003	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3004	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
3005	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
3006	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
3007	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3008	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3009	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3010	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3011	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
3012	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3013	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
3014	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3015	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3016	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3017	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3018	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3019	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
3020	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
3100	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3101	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3102	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3103	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3104	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
3105	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
3106	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
3107	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3108	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3109	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3110	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3111	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
3112	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3113	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
3114	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3115	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3116	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3117	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3118	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3119	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
3120	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
3200	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3201	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3202	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3203	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3204	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
3205	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
3206	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
3207	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3208	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3209	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3210	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3211	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
3212	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3213	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
3214	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3215	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
3216	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3217	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3218	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3219	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
3220	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
3300	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3301	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3302	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3303	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3304	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
3305	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
3306	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
3307	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3308	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3309	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3310	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3311	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
3312	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3313	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
3314	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3315	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3316	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3317	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3318	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3319	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
3320	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
3400	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3401	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3402	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3403	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3404	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
3405	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
3406	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
3407	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3408	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3409	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3410	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
3411	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
3412	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3413	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
3414	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3415	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3416	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3417	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3418	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3419	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
3420	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
3500	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3501	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3502	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3503	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3504	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
3505	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
3506	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
3507	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3508	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3509	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3510	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3511	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
3512	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3513	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
3514	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3515	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3516	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3517	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3518	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3519	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
3520	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
3600	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3601	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3602	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3603	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3604	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
3605	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
3606	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
3607	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3608	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3609	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3610	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3611	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
3612	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3613	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
3614	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3615	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3616	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3617	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3618	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3619	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
3620	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
3700	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3701	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3702	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3703	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3704	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
3705	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
3706	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
3707	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3708	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3709	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3710	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3711	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
3712	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3713	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
3714	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3715	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3716	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3717	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3718	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3719	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
3720	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
3800	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
3801	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3802	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3803	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3804	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
3805	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
3806	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
3807	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3808	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3809	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3810	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3811	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
3812	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3813	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
3814	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3815	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3816	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3817	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3818	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3819	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
3820	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
3900	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3901	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
3902	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3903	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
3904	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
3905	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
3906	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
3907	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3908	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3909	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3910	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3911	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
3912	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
3913	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
3914	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3915	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3916	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
3917	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
3918	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
3919	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
3920	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
4000	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
4001	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
4002	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
4003	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
4004	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
4005	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
4006	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
4007	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4008	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4009	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4010	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4011	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
4012	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4013	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
4014	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
4015	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
4016	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
4017	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
4018	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
4019	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
4020	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
4100	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
4101	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
4102	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
4103	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
4104	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
4105	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
4106	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
4107	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4108	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4109	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4110	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4111	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
4112	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4113	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
4114	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
4115	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
4116	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
4117	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
4118	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
4119	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
4120	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
4200	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
4201	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
4202	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
4203	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
4204	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
4205	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
4206	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96
4207	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4208	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4209	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4210	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4211	2.2	2-BR/2-Ba	987	0.124594%	0.125748%	\$ 671.16	\$ 8,053.92
4212	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4213	1.4	1-BR/1-Ba	640	0.080791%	0.081538%	\$ 435.20	\$ 5,222.40
4214	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
4215	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
4216	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
4217	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
4218	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
4219	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
4220	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
4300	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
4301	3.2	3-BR/2-Ba	925	0.116768%	0.117849%	\$ 629.00	\$ 7,548.00
4302	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
4303	3.1B	3-BR/2-Ba	1075	0.135703%	0.136959%	\$ 731.00	\$ 8,772.00
4304	2.7B	2-BR/2-Ba	760	0.095939%	0.096827%	\$ 516.80	\$ 6,201.60
4305	1.1	1-BR/1-Ba	605	0.076372%	0.077079%	\$ 411.40	\$ 4,936.80
4306	2.8B	2-BR/2-Ba	781	0.098590%	0.099502%	\$ 531.08	\$ 6,372.96

Unit Number	Unit Type	Unit Descriptions Bed/Bath	Apprx. Net Interior Area Sq Ft	Common Interest	Residential Class Common Int%	Residential Maintenance Fee (Monthly)	Residential Maintenance Fee (Annual)
4307	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4308	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4309	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4310	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4312	2.1B	2-BR/2-Ba	883	0.111466%	0.112498%	\$ 600.44	\$ 7,205.28
4314	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
4315	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
4316	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
4317	2.9	2-BR/1.5-Ba	696	0.087860%	0.088673%	\$ 473.28	\$ 5,679.36
4318	2.3B	2-BR/2-Ba	706	0.089122%	0.089947%	\$ 480.08	\$ 5,760.96
4319	1.2	1-BR/1-Ba	507	0.064001%	0.064594%	\$ 344.76	\$ 4,137.12
4320	2.4B	2-BR/2-Ba	701	0.088491%	0.089310%	\$ 476.68	\$ 5,720.16
			784,906	99.083025%	100.000000%	\$ 533,736.08	\$ 6,404,832.96

\*Unit 150 Common Interest was increased by 0.000097% and Residential Class Common Interest was decreased by 0.000083% for all Units to equal 100%

**B. Commercial Units**

Unit Number	Apartment Type	Unit Description	Apprx. Net Living Area Sq Ft	Common Interest	Commercial Class Common Int%	Commercial Maintenance Fee (Monthly)	Total Maintenance & Reserves (Monthly)
C-1	C-1	Retail Unit	7,264	0.916975%	100.000000%	\$ 3,068.00	\$ 36,816.00
Totals:			792,170	100.000000%	100.000000%	\$ 536,804.08	\$ 6,441,648.96

## EXHIBIT "I"

### SUMMARY OF PURCHASE AGREEMENT

Capitalized terms have the same meaning as ascribed to such terms in the Purchase Agreement ("Purchase Agreement").

The specimen Purchase Agreements for both market units and affordable housing units, filed with the State of Hawaii Real Estate Commission, 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, Purchaser's obligations regarding financing, Seller's warranties and disclaimers regarding the Condominium Map and the Project, and the remedies of Seller and of Purchaser in the event of a default under the Purchase Agreement.

The specimen Purchase Agreement for affordable housing units also provides that the sale of such a unit is subject to the eligibility requirements of the Hawaii Housing Finance and Development Corporation ("HHFDC") and the purchaser's acceptance of and compliance with HHFDC's Use, Sale and Transfer Restriction ("Buyback") and Shared Appreciation Equity ("SAE") Programs. The restrictions of the Buyback Program and the terms of the SAE Program are set forth in Exhibit "B" and Exhibit "C", respectively, of the Purchase Agreement for an affordable housing unit, which exhibits are attached to this Exhibit "I" as Addendum 1 and Addendum 2, respectively.

Among other provisions the specimen Purchase Agreement provides:

1. Prior to execution of the Purchase Agreement, Purchaser shall receive a true copy of the Public Report 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 Condominium Map, and the Notice of Right to Cancel advising Purchaser of Purchaser's right to cancel the Purchase Agreement, the delivery of which is required by Section 514B-86 of the Act. Purchaser shall also have been given an opportunity to read said report.

2. Purchaser may cancel the Purchase Agreement within thirty (30) days of Purchaser's receipt of the Public Report ("Cancellation 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 Paragraph 1. above and of Purchaser's execution of the Purchase Agreement, waive Purchaser's right to cancel the Purchase Agreement. If Purchaser shall fail 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. 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 Cancellation Period, Purchaser must submit to Seller certain financial data in 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 OR ON OBTAINING A DESIRED INTEREST RATE. 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 equivalent to two (2) months' estimated maintenance fees for the Unit; two (2) months' estimated maintenance fees for the Unit as an advance payment for the initial two (2) months' maintenance fees payable by a Unit Owner; and an amount equal to two (2) months' estimated maintenance fees to be applied to the Association's purchase of the Resident Manager's Apartment. The start-up fee is a 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 proration and other customary proration, 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 Purchaser. 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 or its agent does not inspect the Unit, Purchaser hereby appoints the Project Architect, or Seller or any agent of Seller, to so inspect the Unit and to execute said inspection sheet on behalf of Purchaser. Purchaser agrees to accept possession of the Unit despite the existence of defects or damages to the Unit, including appliances. 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 hereby specifically approves, the following changes to the Project Documents and the Project after the Effective Date:

A. Any such changes as may be required by law, any title insurance company, lender, or governmental agency; provided, however, that such changes 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 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.36.f 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 Act, as amended, as further described in Section E.28 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 without the prior written consent of Seller. See 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) 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. The Purchase Agreement provides that any dispute by or between Seller and Purchaser arising out of or incident to the Purchase Agreement, or the development or management of the Project, the sale of the Unit or the use or occupancy thereof, or any other aspect of the relationship between Seller and Purchaser regarding the Project which is raised or otherwise asserted after Closing shall be submitted to mediation and, if necessary, to arbitration in accordance with the terms, conditions and procedures set forth in the Purchase Agreement. The Purchase Agreement also provides that any dispute by or between Seller and Purchaser arising out of or incident to the Purchase Agreement that is raised or otherwise asserted before Closing need not be submitted to arbitration, and Seller and Purchaser shall be free to pursue such dispute, as otherwise provided herein, in proceedings in a court of competent jurisdiction, provided that any judicial proceedings initiated shall be conducted in Honolulu, Hawaii.

16. PURCHASER ACKNOWLEDGES AND AGREES THAT, UPON ISSUANCE OF AN EFFECTIVE DATE FOR THE PUBLIC REPORT BY THE COMMISSION, SELLER'S SUBMISSION TO THE

COMMISSION OF THE INFORMATION REQUIRED UNDER SECTION 514B-92 OF THE ACT, AND ESCROW'S RECEIPT OF A LETTER FROM SELLER STATING THAT PURCHASER HAS AFFIRMATIVELY WAIVED OR IS DEEMED TO HAVE WAIVED HIS/HER RIGHT TO CANCEL THIS PURCHASE AGREEMENT, AND STATING FURTHER THAT PURCHASER'S RIGHTS TO RESCIND HAVE TERMINATED, SELLER IS AUTHORIZED TO USE 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. PURCHASER AGREES TO THE USE OF PURCHASER'S DEPOSIT FOR SUCH PURPOSES IN ACCORDANCE WITH THE ESCROW AGREEMENT, AND DIRECTS ESCROW TO DISBURSE SUCH FUNDS UPON DIRECTION FROM SELLER, SELLER'S LENDER OR AN OTHERWISE QUALIFIED FINANCIALLY DISINTERESTED PERSON. SELLER HAS NO OBLIGATION TO PAY INTEREST TO PURCHASER ON ANY FUNDS USED BY SELLER FOR THOSE PURPOSES PERMITTED BY LAW. PURCHASER FURTHER ACKNOWLEDGES THAT ANY ATTEMPT BY PURCHASER TO PREVENT SELLER FROM USING PURCHASER'S FUNDS OR TO PREVENT ESCROW FROM DISBURSING PURCHASER'S FUNDS AS PERMITTED UNDER THE ACT AND THE ESCROW AGREEMENT MAY RESULT IN ADDITIONAL COSTS, DELAYS, AND OTHER DAMAGES TO SELLER. ACCORDINGLY, ANY SUCH ACTIONS BY PURCHASER SHALL CONSTITUTE A BREACH OF THIS PURCHASE AGREEMENT. SELLER MAY PURSUE LEGAL ACTION FOR ANY ACTUAL AND CONSEQUENTIAL DAMAGES CAUSED BY REASON OF PURCHASER'S ACTIONS IN VIOLATION HEREOF. SELLER AND PURCHASER HEREBY IRREVOCABLY INSTRUCT ESCROW TO MAKE DISBURSEMENTS FROM PURCHASER'S DEPOSITS AS MAY BE PERMITTED BY THE ESCROW AGREEMENT. SELLER AND PURCHASER HEREBY AGREE THAT ESCROW IS RELIEVED FROM ALL LIABILITY FOR ACTING IN ACCORDANCE WITH THE TERMS OF THIS SECTION, NOTWITHSTANDING A NOTICE TO THE CONTRARY BY SELLER, PURCHASER, OR ANY OTHER PARTY OR THIRD PERSON; PROVIDED, HOWEVER, THAT ESCROW SHALL NOT BE RELIEVED FROM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH ITS OWN INTENTIONAL, GROSS NEGLIGENCE, OR RECKLESS ACTS OR OMISSIONS.

17. Seller is developing the Project but is not the general contractor or an affiliate of the general contractor who is building the Project. TO THE EXTENT PERMITTED BY LAW, SELLER 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.

18. HAWAII REVISED STATUTES, CHAPTER 672E ("CHAPTER 672E" OR "THE CONTRACTOR REPAIR ACT"), AS AMENDED, CONTAINS IMPORTANT REQUIREMENTS PURCHASER MUST FOLLOW BEFORE PURCHASER MAY FILE A LAWSUIT OR COMMENCE OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED PURCHASER'S UNIT. NINETY (90) DAYS BEFORE PURCHASER FILES PURCHASER'S LAWSUIT OR COMMENCES ANY ACTION, PURCHASER MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS PURCHASER ALLEGES ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. PURCHASER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT PURCHASER'S ABILITY TO FILE A LAWSUIT OR COMMENCE ANY OTHER ACTION AGAINST THE CONTRACTOR. CHAPTER 672E APPLIES TO ANY CIVIL ACTION, INCLUDING THE INITIATION OF AN ARBITRATION PROCEEDING. REFERENCE TO CHAPTER 672E OR THE CONTRACTOR

REPAIR ACT DOES NOT MEAN THAT PURCHASER HAS A RIGHT TO FILE A LAWSUIT WHENEVER CHAPTER 672E MAY APPLY.

19. The Purchase Agreement includes the following provision:

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 AND ITS MANAGERS, MEMBERS, OFFICERS, AGENTS, EMPLOYEES, BROKERS, AND OTHER REPRESENTATIVES, AND PURCHASER OR OTHER OWNER OF AN INTEREST IN THE UNIT, AND ANY PERSONS CLAIMING THEREUNDER (COLLECTIVELY, FOR PURPOSES OF THIS SECTION, THE "PARTIES"), WITH A MECHANISM TO RESOLVE DISPUTES THAT ARISE IN CONNECTION WITH THIS 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 THIS 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.

ii. PRE-CLOSING DISPUTE. NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY AND SUBJECT TO SECTIONS E.33 AND E.34 OF THE PURCHASE AGREEMENT, ANY DISPUTE SOLELY BETWEEN SELLER AND PURCHASER ARISING OUT OF OR INCIDENT TO THIS 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.35.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.35.a.iii AND E.35.a.iv OF THE PURCHASE AGREEMENT ("PROHIBITED LITIGATION"), 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 TO RESOLVE A DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN SECTIONS E.35.a.iii AND E.35.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, EXCEPT AS OTHERWISE STATED HEREIN. 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 CLAIMS OF PRIVILEGE RECOGNIZED BY LAW.

vi. WAIVER OF JURY TRIAL. THE PARTIES ACKNOWLEDGE THAT THE PROCEDURES SET FORTH HEREIN HAVE BEEN A MATERIAL INDUCEMENT FOR THEM TO ENTER INTO THIS PURCHASE AGREEMENT. ACCORDINGLY, WITH RESPECT TO ANY DISPUTE, THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION THAT IS BASED UPON OR ARISES OUT OF SUCH DISPUTE.

vii. WAIVER OF CLASS-WIDE CLAIMS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ADJUDICATION OF ANY DISPUTE SHALL BE BY AND BETWEEN THE PARTIES ONLY. THE PARTIES EXPRESSLY WAIVE ANY AND ALL RIGHTS TO PURSUE CLASS-WIDE CLAIMS RELATING TO ANY DISPUTE. THE PARTIES ACKNOWLEDGE AND AGREE THAT ANY DISPUTE SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PERSON.

viii. 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.35.a.iii AND E.35.a.iv OF THE PURCHASE AGREEMENT.

ix. SURVIVAL; SUCCESSORS AND ASSIGNS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SECTION SHALL SURVIVE THE CONVEYANCE OF THE UNIT PURSUANT TO THIS PURCHASE AGREEMENT AND THE TERMINATION OR EXPIRATION OF THIS 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.

x. 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

\* \* \* \* \*

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 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.

## EXHIBIT "I" - ADDENDUM 1

### (Buyback Program)

Project Name:

Unit No.:

### HHFDC'S USE, SALE AND TRANSFER RESTRICTIONS

**Section 201H-47, Hawaii Revised Statutes - Real Property; restrictions on transfer; waiver of restrictions.**

(a) The following restrictions shall apply to the transfer of real property developed and sold under this chapter, whether in fee simple or leasehold:

(1) For a period of ten years after the purchase, whether by lease, assignment of lease, deed, or agreement of sale, if the purchaser wishes to transfer title to the real property, the Hawaii Housing Finance and Development Corporation ("corporation") shall have the first option to purchase the real property at a price that shall not exceed the sum of:

- (A) The original cost to the purchaser, as defined in rules adopted by the corporation;
- (B) The cost of any improvements added by the purchaser, as defined in rules adopted by the corporation;
- (C) Simple interest on the original cost and capital improvements to the purchaser at the rate of one per cent per year; and
- (D) The amount, if any, previously paid by the purchaser to the corporation as the corporation's share of net appreciation in the real property;

(2) The corporation may purchase the real property either:

- (A) By conveyance free and clear of all mortgages and liens; or
- (B) By conveyance subject to existing mortgages and liens.

If the real property is conveyed in the manner provided in subparagraph (A), it shall be conveyed to the corporation only after all mortgages and liens are released. If the real property is conveyed in the manner provided in subparagraph (B), the corporation shall acquire the real property subject to any first mortgage created for the purpose of securing the payment of a loan of funds expended solely for the purchase of the real property by the seller; and any mortgage or lien created for any other purpose; provided that the corporation has previously consented to it in writing.

The corporation's interest created by this section shall constitute a statutory lien on the real property and shall be superior to any other mortgage or lien; except for any first mortgage created for the purpose of securing the payment of a loan of funds expended solely for the purchase of the real property by the seller; any mortgage insured or held by a federal housing agency; and any mortgage or lien created for any other purpose; provided that the corporation has previously consented to it in writing.

The amount paid by the corporation to the seller shall be the difference, if any, between the purchase price determined by paragraph (1)(A) to (D), and the total of the outstanding principal balances of the mortgages and liens assumed by the corporation;

(3) A purchaser may refinance real property developed and sold under this chapter; provided that the purchaser shall not refinance the real property, within ten years from the date of purchase, for an amount in excess of the purchase price as determined by paragraph (1)(A)

238\_BB(ForDeed)/ Effec. 6.29.18 (Act 65)  
HHFDC Rev 12.07.18 (DAG-SC 2-2019)  
HUD 2.19.99/VA 10.20.98  
FNMA 7.16.99/RHS 12.3.98

1

\* "corporation" refers to Hawaii Housing Finance and Development Corporation

EXHIBIT "I"  
Addendum 1  
(Page 1 of 9)

to (C); provided further that the purchaser shall obtain the corporation's written consent if any restriction on the transfer of the real property remains applicable;

(4) After the end of the tenth year from the date of initial purchase, or execution of an agreement of sale, the purchaser may sell the real property and sell or assign the property free from any price restrictions; provided that the purchaser shall be required to pay to the corporation the sum of:

- (A) The balance of any mortgage note, agreement of sale, or other amount owing to the corporation;
- (B) Any subsidy or deferred sales price made by the corporation in the acquisition, development, construction, and sale of the real property, and any other amount expended by the corporation not counted as costs under section 201H-45 but charged to the real property by good accounting practice as determined by the corporation whose books shall be prima facie evidence of the correctness of the costs;
- (C) Interest on the subsidy or deferred sales price, if applicable, and any other amount expended at the rate of seven per cent per year computed as to the subsidy or deferred sales price, if applicable, from the date of purchase, or execution of the agreement of sale, and as to any amount expended, from the date of expenditure; provided that the computed interest shall not extend beyond thirty years from the date of purchase, or execution of the agreement of sale, of the real property. If any proposed sale or transfer will not generate an amount sufficient to pay the corporation the sum as computed under this paragraph, the corporation shall have the first option to purchase the real property at a price that shall not exceed the sum as computed under paragraphs (1) and (2); and
- (D) The corporation's share of appreciation in the real property as determined under rules adopted pursuant to chapter 91, when applicable;

(5) Notwithstanding any provision in this section to the contrary, pursuant to rules adopted by the corporation, the subsidy or deferred sales price described in paragraph (4)(B) and any interest accrued pursuant to paragraph (4)(C) may be paid, in part or in full, at any time; and

(6) Notwithstanding any provision in this section to the contrary, the corporation's share of appreciation in the real property described in paragraph (4)(D):

- (A) Shall apply when the sales price of the real property that is developed and sold under this chapter is less than the then-current, unencumbered, fair market value of the real property, as determined by a real property appraisal obtained prior to the closing of the sale;
- (B) Shall be a restriction that runs with the land until it is paid in full and released by the corporation, or extinguished pursuant to subsection (f); and
- (C) May be paid, in part or in full, at any time after recordation of the sale.

(b) If the corporation waives its first option to repurchase the real property provided in subsection (a), a qualified nonprofit housing trust shall have the option to purchase the real property at a price that shall not exceed the sum of:

- (1) The original cost to the purchaser, as defined in rules adopted by the corporation;
- (2) The cost of any improvements added by the purchaser, as defined in rules adopted by the corporation;
- (3) Simple interest on the original cost and capital improvements to the purchaser at the rate of one per cent per year; and
- (4) The corporation's share of net appreciation in the real property to be paid as determined under rules adopted pursuant to chapter 91, when applicable.

(c) For a period of ten years after the purchase, whether by lease, assignment of lease, deed, or agreement of sale, if the purchaser wishes to transfer title to the real property, and if the corporation or the qualified nonprofit housing trust selected by the corporation does not exercise the option to purchase the real property as provided in subsection (a) or (b), then the corporation shall require the purchaser to sell the real property to a "qualified resident" as defined in section 201H-32, and upon the terms that preserve the intent of this section and sections 201H-49 and 201H-50, and in accordance with rules adopted by the corporation.

(d) The corporation may waive the restrictions prescribed in subsections (a) through (c) if:

(1) The purchaser wishes to transfer title to the real property by devise or through the laws of descent to a family member who would otherwise qualify under rules established by the corporation;

(2) The sale or transfer of the real property would be at a price and upon terms that preserve the intent of this section without the necessity of the State repurchasing the real property; provided that, in this case, the purchaser shall sell the real property and sell or assign the real property to a person who is a "qualified resident" as defined in section 201H-32; and provided further that the purchaser shall pay to the corporation its share of appreciation in the real property as determined in rules adopted pursuant to chapter 91, when applicable; or

(3) The sale or transfer is of real property subject to a sustainable affordable lease as defined in section 516-1.

(e) The corporation may release the restrictions prescribed in subsections (a) through (c) if the real property is financed under a federally subsidized mortgage program and the restrictions would jeopardize the federal government's ability to recapture any interest credit subsidies provided to the homeowner.

(f) The restrictions prescribed in this section and sections 201H-49 to 201H-51 shall be automatically extinguished and shall not attach in subsequent transfers of title when a qualified nonprofit housing trust becomes the owner of the real property pursuant to subsection (b); or a mortgage holder or other party becomes the owner of the real property pursuant to a mortgage foreclosure, foreclosure under power of sale, or a conveyance in lieu of foreclosure after a foreclosure action is commenced; provided that the mortgage is the initial purchase money mortgage, or that the corporation consented to and agreed to subordinate the restrictions to the mortgage when originated, if the mortgage is not the initial purchase money mortgage; or when a mortgage is assigned to a federal housing agency. Any law to the contrary notwithstanding, a mortgagee under a mortgage covering real property or leasehold interest encumbered by the first option to purchase in favor of the corporation, prior to commencing mortgage foreclosure proceedings, shall notify the corporation in writing of:

238\_BB(ForDeed)/Effec. 4.30.09 (Act 38)  
HHFDC Rev 12.07.18 (DAG-SC 2-2019)  
HUD 2.19.99/VA 10.20.98  
FNMA 7.16.99/RHS 12.3.98

3

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EXHIBIT "I"  
Addendum 1  
(Page 3 of 9)

(1) Any default of the mortgagor under the mortgage within ninety days after the occurrence of the default; and

(2) Any intention of the mortgagee to foreclose the mortgage under chapter 667 forty-five days prior to commencing mortgage foreclosure proceedings;

provided that the mortgagee's failure to provide written notice to the corporation shall not affect the mortgage holder's rights under the mortgage. The corporation shall be a party to any foreclosure action, and shall be entitled to its share of appreciation in the real property as determined under this chapter in lien priority when the payment is applicable, and if foreclosure occurs within the ten-year period after the purchase, the corporation shall also be entitled to all proceeds remaining in excess of all customary and actual costs and expenses of transfer pursuant to default, including liens and encumbrances of record; provided that the person in default shall be entitled to an amount that shall not exceed the sum of amounts determined pursuant to subsection (a)(1)(B) and (C).

(g) The provisions of this section shall be incorporated in any deed, lease, agreement of sale, or any other instrument of conveyance issued by the corporation. In any sale by the corporation of real property for which a subsidy or deferred sales price was made by the corporation, the amount of the subsidy or deferred sales price described in subsection (a)(4)(B), a description of the cost items that constitute the subsidy or deferred sales price, and the conditions of the subsidy or deferred sales price shall be clearly stated at the beginning of the contract document issued by the corporation. In any sale in which the corporation's share of appreciation in real property is a restriction, the terms of the shared appreciation equity program shall be clearly stated and included as an exhibit in any deed, lease, agreement of sale, or any other instrument of conveyance.

(h) This section need not apply to market-priced units in an economically integrated housing project, except as otherwise determined by the developer of the units; provided that preference shall be given to qualified residents in the initial sale of market-priced units.

(i) The corporation is authorized to waive any of the restrictions set forth in this section in order to comply with or conform to requirements set forth in federal law or regulations governing mortgage insurance or guarantee programs or requirements set forth by federally chartered secondary mortgage market participants.

(j) Notwithstanding any law to the contrary, if real property is purchased by a qualified nonprofit housing trust pursuant to subsection (b), the housing trust shall establish new buyback restrictions for the purpose of maintaining the unit as affordable for as long as practicable, or as otherwise required by the corporation.

(k) A qualified nonprofit housing trust shall report the status and use of its housing units to the corporation by November 30 of each calendar year.

**Section 201H-48, Hawaii Revised Statutes - Exception of current owners in corporation projects.**

The corporation may allow a person who is a current owner of a dwelling unit in a multifamily housing project sponsored by the corporation to apply for the purchase of a larger dwelling unit in a project sponsored by the corporation if the applicant's current family size exceeds the permissible family size for the applicant's current dwelling unit, as determined by prevailing county building or housing codes. The applicant shall be required to sell the applicant's current dwelling unit back to the corporation. Notwithstanding any law to the

238\_BB(ForDeed)/ Effec. 4.30.09 (Act 38)  
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4

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EXHIBIT "I"  
Addendum 1  
(Page 4 of 9)

contrary, any applicant, as it pertains to for-sale housing, shall be a "qualified resident" who:

- (1) Is a citizen of the United States or a resident alien;
- (2) Is at least eighteen years of age;
- (3) Is domiciled in the State and shall physically reside in the dwelling unit purchased under this section;
- (4) In the case of purchase of real property in fee simple or leasehold, has a gross income sufficient to qualify for the loan to finance the purchase; and
- (5) Except for the applicant's current residence, meets the following qualifications:
  - (A) Is a person who either oneself or together with the person's spouse or a household member, does not own a majority interest in fee simple or leasehold lands suitable for dwelling purposes, or a majority interest in lands under any trust agreement or other fiduciary arrangement in which another person holds the legal title to the land; and
  - (B) Is a person whose spouse or a household member does not own a majority interest in fee simple or leasehold lands suitable for dwelling purposes, or a majority interest in lands under any trust agreement or other fiduciary arrangement in which another person holds the legal title to the land, except when husband and wife are living apart under a decree of separation from bed and board issued by the family court pursuant to section 580-71.

**Section 201H-49, Hawaii Revised Statutes - Real Property; restrictions on use.** (a) Real property purchased under this chapter shall be occupied by the purchaser at all times during the ten-year restriction period set forth in section 201H-47, except in hardship circumstances where the inability to reside on the property arises out of unforeseeable job or military transfer, a temporary educational sabbatical, serious illness of the person, or in other hardship circumstances as determined by the corporation on a case-by-case basis.

The corporation may waive the owner-occupancy requirement for a total of not more than ten years after the purchase of the dwelling, during which time the dwelling unit may be rented or leased. Waivers may be granted only to qualified residents who have paid resident state income taxes during all years in which they occupied the dwelling, who continue to pay resident state income taxes during the waiver period, and whose inability to reside on the property does not stem from a natural disaster. The ten-year owner-occupancy requirement shall be extended by one month for every month or fraction thereof that the owner-occupancy requirement is waived.

The corporation shall adopt rules under chapter 91 to implement the letter and spirit of this subsection and to prescribe necessary terms and conditions. The rules shall include:

- (1) Application and approval procedures for the waivers;
- (2) Exceptions authorized by this subsection;
- (3) The amounts of rents that may be charged by persons allowed to rent or lease a dwelling unit; and

238\_BB(ForDeed)/ Effic. 4.30.09 (Act 38)  
HHFDC Rev 12.07.18 (DAG-SC 2-2019)  
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5

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EXHIBIT "I"  
Addendum 1  
(Page 5 of 9)

(4) Schedules of fees needed to cover administrative expenses and attorneys' fees.

No qualified resident who fails to reoccupy a dwelling unit after any waiver period shall receive more than the maximum to which the person would be entitled under section 201H-47. Any person who disagrees with the corporation's determination under this section shall be entitled to a contested case proceeding under chapter 91.

- (b) From time to time the corporation may submit a verification of owner-occupancy form to the purchaser. Failure to respond to the verification in a timely manner or violation of subsection (a) shall be sufficient reason for the corporation, at its option, to purchase the unit as provided in section 201H-47(a)(1), (2), or (4), as applicable.
- (c) Any deed, lease, agreement of sale, or other instrument of conveyance issued by the corporation shall expressly contain the restrictions on use prescribed in this section.
- (d) The restrictions prescribed in subsection (a) shall terminate and shall not attach in subsequent transfers of title if the corporation releases the restrictions when the real property is financed under a federally subsidized mortgage program.
- (e) Subsections (a) to (c) need not apply to market-priced units in an economically integrated housing project, except as otherwise determined by the developer of the units; provided that preference shall be given to qualified residents in the initial sale of market-priced units.
- (f) The corporation shall be authorized to waive any of the restrictions set forth in this section in order to comply with or conform to requirements set forth in federal law or regulations governing mortgage insurance or guarantee programs or requirements set forth by federally chartered secondary mortgage market participants.

**Section 201H-50, Hawaii Revised Statutes - Restrictions on use, sale, and transfer of real property; effect of amendment or repeal.**

(a) Restrictions on the use, sale, and transfer of real property shall be made as uniform as possible in application to purchasers of all real property, and restrictions shall be conformed with agreement of the purchaser to reflect change or repeal made by any subsequent legislative act, ordinance, rule, or regulation. Purchasers shall be permitted at their election to sell or transfer real property subject to restrictions in effect at the time of their sale or transfer; provided that the corporation is paid its share of appreciation in the real property as determined by rules adopted pursuant to chapter 91, as applicable.

(b) The corporation, any department of the State, or any county housing agency maintaining restrictions, through contract, deed, other instrument, or by rule, shall notify purchasers of any substantial change in restrictions made by law, ordinance, rule, or regulation not more than one hundred eighty days after a change in restrictions. The notice shall clearly state the enacted or proposed new provisions, the date or dates upon which they are to be effective, and offer to each purchaser of real property constructed and sold prior to the effective date an opportunity to modify the existing contract or other instrument to incorporate the most recent provisions. Public notice shall also be given at least three times in the State for state agencies and at least three times in a county for county agencies.

(c) For all purchasers of real property prior to June 25, 1990, where the restrictions on use and transfer of property apply for a period of time, the period of time shall not be increased beyond the date calculated from the date of original purchase.

\* "corporation" refers to Hawaii Housing Finance and Development Corporation

(d) No purchaser shall be entitled to modify the restrictions on use, transfer, or sale of the real property, without the written permission of the holder of a duly-recorded first mortgage on the dwelling unit and the owner of the fee simple or leasehold interest in the land underlying the unit, unless the holder of the first mortgage or the owner is an agency of the State or its political subdivisions.

(e) This section shall apply to all real property developed, constructed, and sold pursuant to this chapter and similar programs in the State or its political subdivisions and which are sold on the condition that the purchaser accepts restrictions on the use, sale, or transfer of interest in the real property purchased.

(f) The provisions of this section shall be incorporated in any deed, lease, instrument, rule, or regulation relating to restrictions on use, sale, or transfer of dwelling units, entered into after June 20, 1977.

(g) The restrictions of this section shall terminate as to a particular real property and shall not attach in subsequent transfers of title of that real property if the corporation releases the restrictions when the real property is financed under a federally subsidized mortgage program.

**Section 201H-51, Hawaii Revised Statutes - Corporation's right to repurchase or rent real property; authority to seek recovery.**

(a) Notwithstanding any provisions to the contrary, during the period in which the restrictions in section 201H-47 are in effect, the following provisions shall apply when dwelling units developed, constructed, financed, purchased, or sold pursuant to Act 105, Session Laws of Hawaii 1970, as amended, are found to have a substantial construction defect, or when vacant lands developed, financed, purchased, or sold pursuant to Act 105, Session Laws of Hawaii 1970, as amended, are found to have a substantial soil defect:

(1) The corporation shall have the right, but not the obligation, to repurchase a dwelling unit or land that has a defect, regardless of whether or not the owner wishes to sell; provided that those repurchases shall be in accordance with the following provisions:

- (A) The corporation may repurchase a dwelling unit or land if:
  - (i) The dwelling unit or land is deemed unsafe by the county building department;
  - (ii) The defects are irreparable; or
  - (iii) In the opinion of the corporation, the defect is of such magnitude that it will take longer than one year to repair;
- (B) The corporation's purchase price shall be based on the formula set forth in section 201H-47(a)(1);
- (C) After repairs to the unit or land are completed, the former owner shall have the first right of refusal to repurchase the real property;
- (D) The corporation shall give preference in all other projects of the corporation to all owners whose real property is repurchased by the corporation under this subsection, and the corporation may waive certain eligibility requirements for these owners; and
- (E) If the corporation exercises its right to repurchase defective real property against an owner's wishes pursuant to this paragraph, the corporation shall provide relocation assistance to that owner as provided in chapter 111;

(2) If the corporation does not opt to repurchase defective real property, the

corporation shall also have the right, but not the obligation, to enter into a contract to repair a dwelling unit which has a construction defect or land which has a soil defect. During the period that the real property is being repaired, the corporation shall rent that real property from the owner for an amount not to exceed the owner's present mortgage payments; and

(3) If the corporation does not execute either a contract to repurchase the real property or an agreement to repair and rent the real property within ninety days after written notice is given to the corporation of a construction defect, the owner may pursue any other available legal remedies.

For the purposes of this section:

"Substantial construction defect" includes but is not limited to:

- (1) Structural defects such as shifting foundations and bearing walls;
- (2) Structural deficiencies due to the use of defective or undersized materials; and
- (3) Defects affecting the health and safety of occupants.

"Substantial soil defect" means shifting, sliding, or sinking ground of such degree as to affect the dwelling unit on the land or the health and safety of the occupants of the land.

(b) If moneys are expended by the corporation pursuant to subsection (a)(1) and (2), the corporation shall have the authority to take necessary legal action against the developer, co-developer, general contractor, and their subcontractors, consultants, and other parties notwithstanding chapter 657.

(c) If real property developed, constructed, financed, purchased, or sold pursuant to Act 105, Session Laws of Hawaii 1970, as amended, is found to have a substantial construction or soil defect, the corporation shall have the right, but not the obligation, to file or cause to be filed a legal action on behalf of or by, the owner or lessee of the real property for the recovery of damages or for injunctive relief against the developer, co-developer, general contractor, and their subcontractors, consultants, and other parties notwithstanding chapter 657. Additionally, notwithstanding any provision of rule 23 of the Hawaii rules of civil procedure, the corporation may file or cause to be filed a legal action brought under this subsection as a class action on behalf of or by at least two owners or lessees of real property that have similar substantial construction or soil defects.

(d) Nothing in this chapter shall be construed to diminish the rights or remedies of the corporation otherwise provided under common law, by law, or by contract.

(e) The corporation shall adopt rules pursuant to chapter 91 necessary for the purposes of this section.

(f) This section shall not apply to a particular real property and shall not apply after subsequent transfers of title of that real property if the corporation releases the restrictions when the real property is financed under a federally subsidized mortgage program.

(g) If any subsection, sentence, clause, or phrase of this section, or its application to any person or transaction or other circumstances, is for any reason held to be unconstitutional or invalid, the remaining subsections, sentences, clauses, and phrases of this section, or the application of this section to other persons or transactions or circumstances, shall not be affected. The legislature hereby declares that it would have passed this section and each subsection, clause, or phrase thereof, irrespective of the fact that any one or more subsections,

sentences, clauses, or phrases of this section, or its application to any person or transaction or other circumstance, may be declared unconstitutional or invalid.

By signing below, Grantee acknowledges, accepts, understands and agrees to the foregoing program requirements of the Hawaii Housing Finance and Development Corporation's (HHFDC), its successor or assigns, including but not limited to obtaining the HHFDC's prior written consent and approval when engaging in any activity pertaining to Grantee's occupancy as the principal residence; transfer; mortgage finance, refinance and/or modification; and sale of the property while this exhibit is in effect; and until such time that the program is satisfied by the Grantee and released by the HHFDC, its successor or assigns.

GRANTEE:

\_\_\_\_\_  
  
\_\_\_\_\_

238\_BB(ForDeed)/ Effec. 4.30.09 (Act 38)  
HHFDC Rev 12.07.18 (DAG-SC 2-2019)  
HUD 2.19.99/VA 10.20.98  
FNMA 7.16.99/RHS 12.3.98

\* "corporation" refers to Hawaii Housing Finance and Development Corporation

**EXHIBIT "I" - ADDENDUM 2**

**(SAE Program)**

**EXHIBIT C**

**HHFDC'S SAE PROGRAM AGREEMENT**

For Grantor's Use Only

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Project: \_\_\_\_\_ Unit No. \_\_\_\_\_

Unit Type/Model No. \_\_\_\_\_ (Bed/Bath/Parking)

**GRANTEE'S AGREEMENT TO PAY  
HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION  
A SHARE OF THE NET APPRECIATED VALUE OF THE PROPERTY**

The real property described in Exhibit A together with the improvements thereon ("**Property**") was developed by the Grantor with assistance from the Hawaii Housing Finance and Development Corporation of the State of Hawaii ("**HHFDC**"). HHFDC provided such assistance in furtherance of the interest of the State of Hawaii of addressing the need for safe, sanitary and reasonably priced housing.

For the opportunity which HHFDC has created to enable the Grantee to purchase the Property for the "**Grantee's Original Purchase Price**" rather than for the "**Original Fair Market Value**", the Grantee named below ("**Grantee**"), jointly and severally if more than one Grantee, agrees to the "Shared Appreciation or Equity Program" ("**Program**") of HHFDC. Under the Program, which is described in this Exhibit C, the Grantee agrees to pay to HHFDC a share of the "**Net Appreciation**" which the Grantee realizes or is deemed to have realized upon the sale or transfer of the Property (as such terms are defined below).

The Grantee understands and agrees that title to the Property is being conveyed to the Grantee subject to the following terms and conditions.

1. MEANING OF WORDS USED IN THIS EXHIBIT

- A. "**Original Fair Market Value**" means the sum of \$ \_\_\_\_\_ which represents the fair market value of the Property (as built but without any additional or upgraded improvements that Grantee may have ordered) as determined by a current:
- ( ) Federal Housing Administration ("FHA") appraisal  
( X ) Appraisal obtained by HHFDC.
- B. "**Grantee's Original Purchase Price**" means the sum of \$ \_\_\_\_\_ for which the Grantee is purchasing the Property from Grantor but which does not

include the cost or value of any additional or upgraded improvements that Grantee may have ordered.

C. "HHFDC's Percentage Share" means \_\_\_\_\_% which was calculated as follows:

$$\frac{\text{Original Fair Market Value} \quad \text{minus} \quad \text{Grantee's Original Purchase Price}}{\text{Original Fair Market Value}}$$

rounded to the nearest one percent.

D. "Grantee's Original Percentage Share" means \_\_\_\_\_% which represents the difference between 100% minus HHFDC's Percentage Share.

FOR FHA GRADUATED MORTGAGE ONLY: If the home was financed with a FHA graduated payment mortgage, any recovery of any accrued negative amortization shall be first collected from the sale of the home, including the Grantee's share of the net appreciation, and if not fully paid from the Grantee's proceeds, then any balance due for the negative amortization may be collected from the State's share of the net appreciation.

E. "Fair Market Value" means the fair market value of the Property as defined in applicable Hawaii Administrative Rules of the HHFDC, its successors or assigns, as may be amended from time to time, and as determined by an appraisal obtained and performed in the manner described below in paragraph 3, if and when the Grantee subsequently sells or transfers the Property.

F. "Net Appreciation" means:

$$\text{Fair Market Value of the Property} \\ \text{minus Grantee's Original Purchase Price}$$

2. HHFDC'S SHARE OF THE NET APPRECIATION DUE ON SALE OR TRANSFER OF THE PROPERTY

Except for a "Permitted Transfer", as that term is defined below, the Grantee promises and agrees that if and when all or any part of or interest in the Property is sold or transferred or if the Grantee shall be divested of title or any interest in the Property, in any manner, voluntarily or involuntarily, including a judicial or nonjudicial foreclosure sale, HHFDC will immediately be entitled to a share of the Net Appreciation equal to:

$$\text{HHFDC's Percentage Share X Net Appreciation}$$

The Grantee agrees to give HHFDC written notice as soon as the Grantee has reached an agreement or understanding for the sale or transfer of the Property together with the specific terms of such sale or transfer. The Grantee shall pay HHFDC's Percentage Share of the Net Appreciation on the effective date of such sale or transfer. If HHFDC's share of the Net Appreciation is not paid when due, interest on HHFDC's share of the Net Appreciation will accrue at the simple annual rate of 12% until paid. In addition, HHFDC will be entitled to be paid reasonable attorneys' fees and costs to enforce its rights hereunder. Subject to the provisions in paragraph 7, below, the obligation to pay HHFDC's share of the Net Appreciation will survive any Permitted Transfer with respect to the Grantee and any person or entity who acquires an interest in the Property as a result of a Permitted Transfer.

A sale or transfer of the Property will be deemed to have taken place upon the occurrence of any of the following events:

- A. When the Grantee sells or transfers the Property or any legal or beneficial right, title or ownership interest in the Property, including by way of an agreement of sale or a lease with an option to purchase the Property;
- B. When the Grantee no longer uses the Property as Grantee's principal residence but continues to retain legal and/or equitable title to the Property; or
- C. When the Grantee rents the Property or any part of the Property to someone else but continues to retain legal and/or equitable title to the Property.

HHFDC may, but is not required to, extend the time by when HHFDC's Share of the Net Appreciation will become due and payable for a period not exceeding one year if the Property is covered by a First Mortgage (as that term is defined below in paragraph 7) which is insured or held by FHA.

HHFDC may extend the time when HHFDC's share of Net Appreciation will become due and payable for a period not exceeding a total of ten years if the transfer is temporary and occurs:

- (i) When the Grantee no longer uses the Property as Grantee's principal residence but continues to retain legal and/or equitable title to the Property; or
- (ii) When the Grantee rents the Property or any part of the Property to someone else but continues to retain legal and/or equitable title to the Property; and

HHFDC determines, in HHFDC's sole discretion, that the temporary transfer is necessary because of adverse circumstances involving the Grantee, such as an unforeseen job or military transfer, a temporary educational sabbatical, a serious illness or other hardship circumstances as determined by the HHFDC. The extension may be provided if Grantee is a qualified resident who pays resident state income taxes during the period Grantee owns the Property and will continue to pay resident state income taxes during the temporary transfer extension period. If Grantee fails to reoccupy the Property as Grantee's principal

residence at the end of the extension period, HHFDC's share of Net Appreciation will be immediately due and payable.

The following transfers ("Permitted Transfers") will not result in HHFDC's share of the Net Appreciation becoming due and payable. However, the Grantee must still notify HHFDC and obtain HHFDC's consent prior to a Permitted Transfer.

- A. The creation of a lien or other encumbrance which does not relate to a transfer of rights of occupancy in the Property provided that the total amount of all liens and other encumbrances which are secured by the Property must not exceed 80% of the sum of the Grantee's Original Purchase Price plus the Grantee's Original Percentage Share of the Net Appreciation as determined by an appraisal obtained by HHFDC at the Grantee's cost and expense. For example, if the Grantee's Original Purchase Price is \$300,000 and if the Grantee's Original Percentage Share of the Net Appreciation is \$25,000, the total amount of all liens and other encumbrances, including the first mortgage loan cannot exceed \$260,000 (which is 80% of the sum of \$300,000 + \$25,000.);
- B. a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- C. a transfer to a relative resulting from Grantee's death;
- D. a transfer where Grantee's spouse or children become an owner of the Property;
- E. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which Grantee's spouse becomes an owner of the Property; and
- F. a transfer into an inter vivos trust in which Grantee is and remains the primary beneficiary and which does not relate to a transfer of rights of occupancy in the Property (i.e., Grantee must continue to use the Property as Grantee's principal residence after the transfer).

However, if the first mortgage is guaranteed or held by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC"), (i) the foregoing Permitted Transfers may result in the Grantee being required to make immediate payment in full of all sums secured by such a first mortgage unless prohibited by federal laws; and (ii) with respect to a transfer described above in (c), (d) and (e), the mortgage may require the transferee to occupy the Property as the transferee's principal residence as a condition for not exercising any right to require the Grantee to make immediate payment in full of all sums secured by such a first mortgage.

### 3. DETERMINATION OF FAIR MARKET VALUE BY APPRAISAL

Whenever it shall become necessary to determine the Net Appreciation (as defined by applicable Hawaii Administrative Rules of the HHFDC, its successors or assigns, as may be amended from time to time), HHFDC will select an independent appraiser who has any of the qualifications set forth below and who shall prepare a written appraisal of the Fair Market Value of the Property within 45 calendar days after the Grantee has given HHFDC written notice that the Grantee will be selling or transferring the Property together with the terms of such sale or transfer. The appraisal shall be based on the floor plan and improvements and lot size as shown in Exhibit C-1. The appraisal shall not include the value of any improvements which the Grantee may have added to the Property after the date of the Deed. Items of repair and maintenance shall not be considered to be improvements. The Grantee will pay the cost of HHFDC's appraisal.

HHFDC will send to the Grantee by first class mail a copy of the written appraisal no later than ten (10) business days after the appraisal has been completed together with a notice informing the Grantee that the Grantee may procure an independent appraisal within 45 calendar days if the Grantee disputes HHFDC's appraisal.

If the Grantee does not dispute HHFDC's appraisal, that appraisal will constitute a final and conclusive determination of the Fair Market Value of the Property. If the Grantee disputes HHFDC's appraisal, the Grantee may, at the Grantee's own expense, procure an appraisal by an independent appraiser who has any of the qualifications set forth below. The Grantee will send a copy of the Grantee's appraisal to HHFDC within 10 business days after it has been completed. If the Grantee's appraisal is lower than HHFDC's appraisal, the Fair Market Value of the Property will be taken to be one-half the sum of the two appraisals. If the Grantee's appraisal is not lower, HHFDC's appraisal will govern.

All appraisals will be made only by an appraiser having one or more of the following current qualifications: (i) State of Hawaii licensed appraiser; or (ii) State of Hawaii certified appraiser.

4. RELEASE OF THIS EXHIBIT

Subject to the provisions of paragraph 7, below, HHFDC's right to be paid a share of the Net Appreciation will continue in full force and effect and will constitute a lien on the Property until one or both of the following events have occurred:

- A. The Grantee has sold or transferred the Property; and
- B. HHFDC has been fully paid HHFDC's share of the Net Appreciation and any other amounts which the Grantee is obligated to pay to HHFDC.

Thereafter, HHFDC will sign and cause to be recorded a release document which need only be signed by HHFDC and which acknowledges that the Grantee's obligation to pay HHFDC a share of the Net Appreciation has been fully satisfied and that this Exhibit C is then being released.

5. SALE OR TRANSFER OF THE PROPERTY TO HHFDC PURSUANT TO HRS. SEC 201H-47

The provisions in this Exhibit C will not apply in the case where HHFDC exercises, pursuant to Hawaii Revised Statutes Section 201H-47 as more fully set forth in the foregoing Exhibit B, HHFDC's first option to purchase the Property during the restriction period after the Grantee has purchased the Property.

If Grantee elects to pay all or any part of HHFDC's share of Net Appreciation in advance without having to sell or transfer the Property and HHFDC exercises its first option to purchase the Property, all funds received by HHFDC will be reimbursed to Grantee with no interest.

6. PAYMENT OF HHFDC'S PERCENTAGE SHARE OF NET APPRECIATION IN ADVANCE

The Grantee may elect to pay all or any part of HHFDC's share of the Net Appreciation at any time and in advance without having to sell or transfer the Property. If the Grantee pays only a part of HHFDC's share of the Net Appreciation in advance, the Grantee's Original Purchase Price will be increased after the payment is made for the purpose of making any later calculation to determine the balance of HHFDC's share of the Net Appreciation. The Grantee's Original Purchase Price, as increased, will be referred to as the "Grantee's Adjusted Purchase Price" which will be equal to the sum of:

Grantee's Original Purchase Price  
plus Partial Payment Amount divided by HHFDC's Percentage Share  
plus Any prior increase(s) to the Grantee's Original Purchase Price

The Grantee's Adjusted Purchase Price will be substituted for the "Grantee's Original Purchase Price" for any subsequent calculation of the Net Appreciation under Section 1.F.

7. FIRST MORTGAGEE PROTECTION

The foregoing provisions shall not apply with respect to:

- (a) The first purchase money mortgage ("**First Mortgage**"), if any, which is being placed on the Property.
- (b) The first purchase money mortgagee ("**First Mortgagee**") named in the First Mortgage, including the first purchase money mortgagee's successors and assigns.
- (c) The rights of the First Mortgagee to foreclose or take title pursuant to the remedies in the First Mortgage, to accept a deed in lieu of foreclosure in the event of default by the Grantee, as mortgagor under the First Mortgage, or to sell or lease the Property acquired by the First Mortgagee.
- (d) Any person or persons acquiring the Property as a result of foreclosure or by a deed in lieu of foreclosure of the First Mortgage or any successor, transferee, or assignee of such person or persons.

Provided, however, that the Grantee promises and agrees to provide notice to HHFDC of the First Mortgage and to cause the holder of the First Mortgage to provide written notice to HHFDC of any default under the First Mortgage. Provided, further, however, if the First Mortgage is (i) insured or held by FHA or (ii) guaranteed or held by FNMA or FHLMC, the Grantee's failure to cause the holder of the First Mortgage to provide written notice to HHFDC of any default under the First Mortgage or any failure of the holder of the First Mortgage to provide such written notice shall not affect such holder's rights under this paragraph 7.

HHFDC specifically subordinates any lien or contingent lien rights that HHFDC may have under this Exhibit C to the lien of the First Mortgage. Any holder of the First Mortgage or any person who acquires legal title to the Property as a result of a foreclosure or a deed in lieu of foreclosure of the First Mortgage shall acquire legal title free of such lien or contingent lien rights that HHFDC may have under this Exhibit C. This Exhibit C shall be null and void upon a conveyance of the Property through a foreclosure sale or a deed in lieu of foreclosure.

8. NOTICE TO THE GRANTEE:  
THIS EXHIBIT C PROVIDES THAT IF THE GRANTEE SELLS OR TRANSFERS THE PROPERTY, HHFDC WILL BE ENTITLED TO BE PAID IMMEDIATELY A SHARE OF THE NET APPRECIATION OR EQUITY IN THE PROPERTY. THIS EXHIBIT C ALSO EXPLAINS WHEN A SALE OR TRANSFER OF THE PROPERTY HAS OR WILL BE DEEMED TO HAVE TAKEN PLACE. IF THE PROPERTY IS SOLD OR TRANSFERRED AND THE GRANTEE DOES NOT PAY HHFDC'S SHARE OF THE NET APPRECIATION OR EQUITY IN THE PROPERTY AS SET FORTH ABOVE, HHFDC MAY TAKE LEGAL ACTION WHICH MAY RESULT IN THE FORECLOSURE SALE OF THE PROPERTY. IF THERE IS A FIRST MORTGAGE COVERING THE PROPERTY WHICH IS INSURED OR HELD BY FHA, FHA MAY NOT BE ABLE TO HELP THE GRANTEE.

By signing below, Grantee acknowledges, accepts and agrees to the foregoing program requirements of the Hawaii Housing Finance and Development Corporation (HHFDC), its successors or assigns, including but not limited to obtaining the HHFDC's prior written consent and approval when engaging in any activity pertaining to Grantee's occupancy as the principal residence; transfer; mortgage finance, refinance and/or modification; and sale of the property while this exhibit is in effect; and until such time that the program is satisfied by the Grantee and released by the HHFDC, its successors or assigns.

GRANTEE:

\_\_\_\_\_  
\_\_\_\_\_

**Exhibit C-1**

UNIT'S FLOOR PLAN

**(Replace this page with the Unit's floor plan)**

## EXHIBIT "J"

### SUMMARY OF ESCROW AGREEMENT

Capitalized terms have the same meaning as ascribed to such terms in the Escrow Agreement for the Project dated March 1, 2023 ("Agreement") by and between Developer and Title Guaranty Escrow Services, Inc. ("Escrow"), as amended, 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 sales contract ("Sales Contract") for the purchase 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 Reservation Agreement or Sales Contract to Escrow together with the name(s) and address(es) of the purchaser as noted on the Reservation Agreement or Sales Contract 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: (1) all payments received by it under the Reservation Agreements or Sales Contracts, (2) such sums received by it under the Agreement from or for the account of Seller, and (3) 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 514B of the Hawaii Revised Statutes ("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 trust fund with a bank, savings and loan or trust company 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 delivered to Escrow under the Agreement shall, in accordance with the provisions of the Reservation Agreement or Sales Contract, accrue to the benefit of the purchaser in the form of a credit to purchaser's escrow account upon closing; provided that should closing not occur, the purchaser shall not receive any interest accrued and all interest shall be credited to the account of Seller unless otherwise provided in the Agreement, Reservation Agreement or the Sales Contract. No interest shall be paid on such deposits as may be used by Seller to pay for construction costs and other expenses. Escrow shall establish a separate account for each purchaser, and such purchaser shall provide Escrow with such purchaser's social security or federal tax identification number. The purchaser shall pay Escrow a fee of Twenty-Five and No/100 Dollars (\$25.00) for each separate account created. 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.

D. Notwithstanding anything contained in the Agreement to the contrary, Escrow shall make no disbursements of purchasers' funds or proceeds from the reservation or 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, Seller has provided a letter to Escrow stating (a) that the Sales Contracts have become binding under the provisions of Section 514B-86 of the Act, (b) 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 (c) that Seller waives any option reserved in any Sales Contract in favor of Seller to cancel the Sales Contract.

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. If such funds are to be used for construction prior to closing, the funds 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;
- (4) Finance and legal fees, and other incidental expenses of constructing the units or developing the Project; and
- (5) Such other costs incurred in connection with the construction of the improvements of 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 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) A return of funds is requested pursuant to the terms of the Reservation Agreement; or
- (2) Seller and purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or
- (3) Seller shall have notified Escrow of purchaser's exercise of a purchaser's right to cancel the Sales Contract pursuant to §514B-86 of the Hawaii Revised Statutes ("HRS") (thirty-day right to cancel); or
- (4) Seller shall have notified Escrow of Seller's exercise of the option to cancel or rescind the Sales Contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Seller; or
- (5) Purchaser or Seller shall have notified Escrow of purchaser's exercise of purchaser's right to cancel the Sales Contract 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
- (6) Purchaser or Seller shall have notified Escrow of purchaser's exercise of purchaser's right to rescind the Sales Contract 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 Sales Contract, 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 Sales Contract 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 Sales Contract 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. Escrow receives a written request from Seller to return to the purchaser the funds of the purchaser then being held hereunder by Escrow;

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 Sales Contract 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 Sales Contract 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 Sales 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 Sales Contract 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.

In addition to the foregoing, and as set forth in the Purchase Agreement, by signing a Purchase Agreement for an affordable housing unit, a purchaser acknowledges and agrees that Escrow may disburse the purchaser's deposits directly to the appraiser selected by Hawaii Housing Finance and Development Corporation ("HHFDC") for the cost of the appraisal of the unit required pursuant to HHFDC's Shared Appreciation Equity ("SAE") Program. A purchaser also agrees to complete a homebuyer education program to be provided by Seller and approved by HHFDC and obtain and submit to Escrow by the Pre-Closing Date (defined in the Purchaser Agreement) a Certificate of Completion therefor. Should Seller or HHFDC determine that a purchaser has provided false information or is otherwise ineligible to purchase an affordable housing unit, Seller has the right to cancel the Purchase Agreement and cause Escrow to return to the purchaser all of the purchaser's deposits made under the Purchase Agreement, without interest, and the purchaser shall be responsible for any cancellation fee charged by Escrow and the cost of the SAE Program appraisal if said appraisal is ordered by HHFDC prior to cancellation of the Purchase Agreement.

**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, WILLFUL MISCONDUCT 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.

## 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. The House Rules are intended to apply only to the conduct of Owners, Occupants and Guests of Residential Units, and shall not apply to owners, occupants and guests of the Commercial Unit(s).
2. 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.
3. Each Occupant shall at all times keep his/her Unit in good order and condition and observe and perform to 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.
4. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of a Unit.
5. 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.
6. No Occupant or Guest shall place, store, or maintain on walkways, roadways, grounds, or other common areas any furniture, packages, or objects of any kind or otherwise obstruct transit through such common areas.
7. Smoking is not permitted in any Unit or any common area of the Project, except within designated smoking areas.
8. 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 eighty (80) lbs. in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed eighty (80) lbs. 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 Managing Agent, who shall maintain a register of all pets kept in the Project.
9. Notwithstanding any provision to the contrary contained herein, animals specially trained to assist disabled individuals (hereinafter collectively referred to as "service animals") or animals required by a physician in writing necessary for emotional support shall be permitted at the Project subject to the following restrictions:
  - (A) Such service dogs and emotional support animals shall not be kept, bred, or used at the Project for any commercial purpose;

- (B) Such service dogs or 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.
10. Any pet or service dog 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 Managing Agent; provided, however, that any such notice given with respect to a service dog 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 a Unit Owner must obtain the written consent of the Unit 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 dogs and emotional support animals as the circumstances may require or the Board may deem advisable.
  11. 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.
  12. Except when in transit or using the dog park on Level 6 or the archaeological preserve area on Level 1, 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, except as permitted by such persons or the owners of the other pet(s).
  13. 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).
  14. Owners of pets shall be responsible for immediately picking up and cleaning up after their pets. Pet waste and trash (sand, litter paper, etc.) shall be wrapped and disposed of with extra care.
  15. Owners of dogs (other than service dogs or emotional support dogs) shall be assessed a special annual fee of \$150.00 per dog to defray the additional costs incurred by the Association in properly cleaning and maintaining the common elements of the Project.
  16. Occupants and Guests shall exercise care in the use of musical instruments, radios, televisions, stereos, amplifiers, etc. that may disturb other Occupants and Guests.
  17. Occupants and Guests shall maintain quiet between 9:00 p.m. and 6:00 a.m. on weekdays (Sunday through Thursday nights) and 11:00 p.m. and 7:00 a.m. on weekends (Friday and Saturday nights).
  18. 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.
  19. 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.
  20. 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.

21. Damage to the buildings or common areas by any Occupant or Guest shall be the responsibility of the Unit Owner who, or whose Occupant or Guest, caused said damage and such damage shall be repaired at the expense of the responsible Unit Owner.
22. Every Occupant, or Unit Owner if the Occupant is not a Unit Owner and refuses to comply with this provision, 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.
23. In addition to any other remedy available to the Association by law or equity, a monetary fine or suspension of access rights, as stated in the House Rules, may be imposed against the responsible Owner for each violation of the Declaration, the Bylaws, and/or House Rules. This fine may be deducted from the responsible Unit Owner's maintenance fee payment. Fines duly imposed but unpaid shall constitute a lien on the 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.
24. 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 Project and/or its management or operation. During the Developer Control Period, 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 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 AGREEMENT WILL CONTROL.

**EXHIBIT "L"**

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

Capitalized terms have the meanings ascribed to such terms in the Unit Deed (defined below) or in the Declaration.

The specimen Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney ("Unit Deed") for the market units and the affordable housing units 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 Kuilei Place condominium property regime situate in the City and County of Honolulu, State of Hawaii.

B. Grantor is the lawful owner of the fee simple interest in the Residential Unit and the rights to be transferred to Grantee; 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; Grantor has good right and title to sell and convey said real property in the manner set forth in the Unit Deed; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in the Unit Deed.

C. Grantee 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, 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, and House Rules.

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

E. Additionally, the specimen Unit Deed for the affordable housing units provides that by executing the Unit Deed, a purchaser understands and agrees that the unit being conveyed is designated as an affordable housing unit in accordance with the terms, conditions, and requirements of Hawaii Revised Statutes Chapter 201H and that the unit is subject to Hawaii Housing Finance and Development Corporation's Use, Sale and Transfer Restriction ("Buyback") and Shared Appreciation Equity ("SAE") Programs. The restrictions of the Buyback Program and terms of the SAE Program are set forth in Exhibit "B" and Exhibit "C", respectively, to the Unit Deed for an affordable housing unit, and the information contained in said Exhibit "B" and Exhibit "C" is provided in Addendum 1 and Addendum 2, respectively, to this Exhibit "L".

\* \* \* \* \*

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.

## EXHIBIT "L" - ADDENDUM 1

### (Buyback Program)

Project Name:  
Unit No.:

#### HHFDC'S USE, SALE AND TRANSFER RESTRICTIONS

**Section 201H-47, Hawaii Revised Statutes - Real Property; restrictions on transfer; waiver of restrictions.**

(a) The following restrictions shall apply to the transfer of real property developed and sold under this chapter, whether in fee simple or leasehold:

(1) For a period of ten years after the purchase, whether by lease, assignment of lease, deed, or agreement of sale, if the purchaser wishes to transfer title to the real property, the Hawaii Housing Finance and Development Corporation ("corporation") shall have the first option to purchase the real property at a price that shall not exceed the sum of:

- (A) The original cost to the purchaser, as defined in rules adopted by the corporation;
- (B) The cost of any improvements added by the purchaser, as defined in rules adopted by the corporation;
- (C) Simple interest on the original cost and capital improvements to the purchaser at the rate of one per cent per year; and
- (D) The amount, if any, previously paid by the purchaser to the corporation as the corporation's share of net appreciation in the real property;

(2) The corporation may purchase the real property either:

- (A) By conveyance free and clear of all mortgages and liens; or
- (B) By conveyance subject to existing mortgages and liens.

If the real property is conveyed in the manner provided in subparagraph (A), it shall be conveyed to the corporation only after all mortgages and liens are released. If the real property is conveyed in the manner provided in subparagraph (B), the corporation shall acquire the real property subject to any first mortgage created for the purpose of securing the payment of a loan of funds expended solely for the purchase of the real property by the seller; and any mortgage or lien created for any other purpose; provided that the corporation has previously consented to it in writing.

The corporation's interest created by this section shall constitute a statutory lien on the real property and shall be superior to any other mortgage or lien; except for any first mortgage created for the purpose of securing the payment of a loan of funds expended solely for the purchase of the real property by the seller; any mortgage insured or held by a federal housing agency; and any mortgage or lien created for any other purpose; provided that the corporation has previously consented to it in writing.

The amount paid by the corporation to the seller shall be the difference, if any, between the purchase price determined by paragraph (1)(A) to (D), and the total of the outstanding principal balances of the mortgages and liens assumed by the corporation;

(3) A purchaser may refinance real property developed and sold under this chapter; provided that the purchaser shall not refinance the real property, within ten years from the date of purchase, for an amount in excess of the purchase price as determined by paragraph (1)(A)

238\_BB(ForDeed)/ Effic. 6.29.18 (Act 65)  
HHFDC Rev 12.07.18 (DAG-SC 2-2019)  
HUD 2.19.99/VA 10.20.98  
FNMA 7.16.99/RHS 12.3.98

1

\* "corporation" refers to Hawaii Housing Finance and Development Corporation

EXHIBIT "L"  
Addendum 1  
(Page 1 of 9)

to (C); provided further that the purchaser shall obtain the corporation's written consent if any restriction on the transfer of the real property remains applicable;

(4) After the end of the tenth year from the date of initial purchase, or execution of an agreement of sale, the purchaser may sell the real property and sell or assign the property free from any price restrictions; provided that the purchaser shall be required to pay to the corporation the sum of:

- (A) The balance of any mortgage note, agreement of sale, or other amount owing to the corporation;
- (B) Any subsidy or deferred sales price made by the corporation in the acquisition, development, construction, and sale of the real property, and any other amount expended by the corporation not counted as costs under section 201H-45 but charged to the real property by good accounting practice as determined by the corporation whose books shall be prima facie evidence of the correctness of the costs;
- (C) Interest on the subsidy or deferred sales price, if applicable, and any other amount expended at the rate of seven per cent per year computed as to the subsidy or deferred sales price, if applicable, from the date of purchase, or execution of the agreement of sale, and as to any amount expended, from the date of expenditure; provided that the computed interest shall not extend beyond thirty years from the date of purchase, or execution of the agreement of sale, of the real property. If any proposed sale or transfer will not generate an amount sufficient to pay the corporation the sum as computed under this paragraph, the corporation shall have the first option to purchase the real property at a price that shall not exceed the sum as computed under paragraphs (1) and (2); and
- (D) The corporation's share of appreciation in the real property as determined under rules adopted pursuant to chapter 91, when applicable;

(5) Notwithstanding any provision in this section to the contrary, pursuant to rules adopted by the corporation, the subsidy or deferred sales price described in paragraph (4)(B) and any interest accrued pursuant to paragraph (4)(C) may be paid, in part or in full, at any time; and

(6) Notwithstanding any provision in this section to the contrary, the corporation's share of appreciation in the real property described in paragraph (4)(D):

- (A) Shall apply when the sales price of the real property that is developed and sold under this chapter is less than the then-current, unencumbered, fair market value of the real property, as determined by a real property appraisal obtained prior to the closing of the sale;
- (B) Shall be a restriction that runs with the land until it is paid in full and released by the corporation, or extinguished pursuant to subsection (f); and
- (C) May be paid, in part or in full, at any time after recordation of the sale.

(b) If the corporation waives its first option to repurchase the real property provided in subsection (a), a qualified nonprofit housing trust shall have the option to purchase the real property at a price that shall not exceed the sum of:

- (1) The original cost to the purchaser, as defined in rules adopted by the corporation;
- (2) The cost of any improvements added by the purchaser, as defined in rules adopted by the corporation;
- (3) Simple interest on the original cost and capital improvements to the purchaser at the rate of one per cent per year; and
- (4) The corporation's share of net appreciation in the real property to be paid as determined under rules adopted pursuant to chapter 91, when applicable.

(c) For a period of ten years after the purchase, whether by lease, assignment of lease, deed, or agreement of sale, if the purchaser wishes to transfer title to the real property, and if the corporation or the qualified nonprofit housing trust selected by the corporation does not exercise the option to purchase the real property as provided in subsection (a) or (b), then the corporation shall require the purchaser to sell the real property to a "qualified resident" as defined in section 201H-32, and upon the terms that preserve the intent of this section and sections 201H-49 and 201H-50, and in accordance with rules adopted by the corporation.

(d) The corporation may waive the restrictions prescribed in subsections (a) through (c) if:

(1) The purchaser wishes to transfer title to the real property by devise or through the laws of descent to a family member who would otherwise qualify under rules established by the corporation;

(2) The sale or transfer of the real property would be at a price and upon terms that preserve the intent of this section without the necessity of the State repurchasing the real property; provided that, in this case, the purchaser shall sell the real property and sell or assign the real property to a person who is a "qualified resident" as defined in section 201H-32; and provided further that the purchaser shall pay to the corporation its share of appreciation in the real property as determined in rules adopted pursuant to chapter 91, when applicable; or

(3) The sale or transfer is of real property subject to a sustainable affordable lease as defined in section 516-1.

(e) The corporation may release the restrictions prescribed in subsections (a) through (c) if the real property is financed under a federally subsidized mortgage program and the restrictions would jeopardize the federal government's ability to recapture any interest credit subsidies provided to the homeowner.

(f) The restrictions prescribed in this section and sections 201H-49 to 201H-51 shall be automatically extinguished and shall not attach in subsequent transfers of title when a qualified nonprofit housing trust becomes the owner of the real property pursuant to subsection (b); or a mortgage holder or other party becomes the owner of the real property pursuant to a mortgage foreclosure, foreclosure under power of sale, or a conveyance in lieu of foreclosure after a foreclosure action is commenced; provided that the mortgage is the initial purchase money mortgage, or that the corporation consented to and agreed to subordinate the restrictions to the mortgage when originated, if the mortgage is not the initial purchase money mortgage; or when a mortgage is assigned to a federal housing agency. Any law to the contrary notwithstanding, a mortgagee under a mortgage covering real property or leasehold interest encumbered by the first option to purchase in favor of the corporation, prior to commencing mortgage foreclosure proceedings, shall notify the corporation in writing of:

238\_BB(ForDeed)/ Effec. 4.30.09 (Act 38)  
 HHFDC Rev 12.07.18 (DAG-SC 2-2019)  
 HUD 2.19.99/VA 10.20.98  
 FNMA 7.16.99/RHS 12.3.98

\* "corporation" refers to Hawaii Housing Finance and Development Corporation

(1) Any default of the mortgagor under the mortgage within ninety days after the occurrence of the default; and

(2) Any intention of the mortgagee to foreclose the mortgage under chapter 667 forty-five days prior to commencing mortgage foreclosure proceedings;

provided that the mortgagee's failure to provide written notice to the corporation shall not affect the mortgage holder's rights under the mortgage. The corporation shall be a party to any foreclosure action, and shall be entitled to its share of appreciation in the real property as determined under this chapter in lien priority when the payment is applicable, and if foreclosure occurs within the ten-year period after the purchase, the corporation shall also be entitled to all proceeds remaining in excess of all customary and actual costs and expenses of transfer pursuant to default, including liens and encumbrances of record; provided that the person in default shall be entitled to an amount that shall not exceed the sum of amounts determined pursuant to subsection (a)(1)(B) and (C).

(g) The provisions of this section shall be incorporated in any deed, lease, agreement of sale, or any other instrument of conveyance issued by the corporation. In any sale by the corporation of real property for which a subsidy or deferred sales price was made by the corporation, the amount of the subsidy or deferred sales price described in subsection (a)(4)(B), a description of the cost items that constitute the subsidy or deferred sales price, and the conditions of the subsidy or deferred sales price shall be clearly stated at the beginning of the contract document issued by the corporation. In any sale in which the corporation's share of appreciation in real property is a restriction, the terms of the shared appreciation equity program shall be clearly stated and included as an exhibit in any deed, lease, agreement of sale, or any other instrument of conveyance.

(h) This section need not apply to market-priced units in an economically integrated housing project, except as otherwise determined by the developer of the units; provided that preference shall be given to qualified residents in the initial sale of market-priced units.

(i) The corporation is authorized to waive any of the restrictions set forth in this section in order to comply with or conform to requirements set forth in federal law or regulations governing mortgage insurance or guarantee programs or requirements set forth by federally chartered secondary mortgage market participants.

(j) Notwithstanding any law to the contrary, if real property is purchased by a qualified nonprofit housing trust pursuant to subsection (b), the housing trust shall establish new buyback restrictions for the purpose of maintaining the unit as affordable for as long as practicable, or as otherwise required by the corporation.

(k) A qualified nonprofit housing trust shall report the status and use of its housing units to the corporation by November 30 of each calendar year.

**Section 201H-48, Hawaii Revised Statutes - Exception of current owners in corporation projects.**

The corporation may allow a person who is a current owner of a dwelling unit in a multifamily housing project sponsored by the corporation to apply for the purchase of a larger dwelling unit in a project sponsored by the corporation if the applicant's current family size exceeds the permissible family size for the applicant's current dwelling unit, as determined by prevailing county building or housing codes. The applicant shall be required to sell the applicant's current dwelling unit back to the corporation. Notwithstanding any law to the

238\_BB(ForDeed)/ Effec. 4.30.09 (Act 38)  
HHFDC Rev 12.07.18 (DAG-SC 2-2019)  
HUD 2.19.99/A 10.20.98  
FNMA 7.16.99/RHS 12.3.98

4

\* "corporation" refers to Hawaii Housing Finance and Development Corporation

EXHIBIT "L"  
Addendum 1  
(Page 4 of 9)

contrary, any applicant, as it pertains to for-sale housing, shall be a "qualified resident" who:

- (1) Is a citizen of the United States or a resident alien;
- (2) Is at least eighteen years of age;
- (3) Is domiciled in the State and shall physically reside in the dwelling unit purchased under this section;
- (4) In the case of purchase of real property in fee simple or leasehold, has a gross income sufficient to qualify for the loan to finance the purchase; and
- (5) Except for the applicant's current residence, meets the following qualifications:
  - (A) Is a person who either oneself or together with the person's spouse or a household member, does not own a majority interest in fee simple or leasehold lands suitable for dwelling purposes, or a majority interest in lands under any trust agreement or other fiduciary arrangement in which another person holds the legal title to the land; and
  - (B) Is a person whose spouse or a household member does not own a majority interest in fee simple or leasehold lands suitable for dwelling purposes, or a majority interest in lands under any trust agreement or other fiduciary arrangement in which another person holds the legal title to the land, except when husband and wife are living apart under a decree of separation from bed and board issued by the family court pursuant to section 580-71.

**Section 201H-49, Hawaii Revised Statutes - Real Property; restrictions on use.** (a) Real property purchased under this chapter shall be occupied by the purchaser at all times during the ten-year restriction period set forth in section 201H-47, except in hardship circumstances where the inability to reside on the property arises out of unforeseeable job or military transfer, a temporary educational sabbatical, serious illness of the person, or in other hardship circumstances as determined by the corporation on a case-by-case basis.

The corporation may waive the owner-occupancy requirement for a total of not more than ten years after the purchase of the dwelling, during which time the dwelling unit may be rented or leased. Waivers may be granted only to qualified residents who have paid resident state income taxes during all years in which they occupied the dwelling, who continue to pay resident state income taxes during the waiver period, and whose inability to reside on the property does not stem from a natural disaster. The ten-year owner-occupancy requirement shall be extended by one month for every month or fraction thereof that the owner-occupancy requirement is waived.

The corporation shall adopt rules under chapter 91 to implement the letter and spirit of this subsection and to prescribe necessary terms and conditions. The rules shall include:

- (1) Application and approval procedures for the waivers;
- (2) Exceptions authorized by this subsection;
- (3) The amounts of rents that may be charged by persons allowed to rent or lease a dwelling unit; and

238\_BB(ForDeed)/ Effec. 4.30.09 (Act 38)  
HHFDC Rev 12.07.18 (DAG-SC 2-2019)  
HUD 2.19.99/VA 10.20.98  
FNMA 7.16.99/RHS 12.3.98

5

\* "corporation" refers to Hawaii Housing Finance and Development Corporation

EXHIBIT "L"  
Addendum 1  
(Page 5 of 9)

- (4) Schedules of fees needed to cover administrative expenses and attorneys' fees.

No qualified resident who fails to reoccupy a dwelling unit after any waiver period shall receive more than the maximum to which the person would be entitled under section 201H-47. Any person who disagrees with the corporation's determination under this section shall be entitled to a contested case proceeding under chapter 91.

- (b) From time to time the corporation may submit a verification of owner-occupancy form to the purchaser. Failure to respond to the verification in a timely manner or violation of subsection (a) shall be sufficient reason for the corporation, at its option, to purchase the unit as provided in section 201H-47(a)(1), (2), or (4), as applicable.
- (c) Any deed, lease, agreement of sale, or other instrument of conveyance issued by the corporation shall expressly contain the restrictions on use prescribed in this section.
- (d) The restrictions prescribed in subsection (a) shall terminate and shall not attach in subsequent transfers of title if the corporation releases the restrictions when the real property is financed under a federally subsidized mortgage program.
- (e) Subsections (a) to (c) need not apply to market-priced units in an economically integrated housing project, except as otherwise determined by the developer of the units; provided that preference shall be given to qualified residents in the initial sale of market-priced units.
- (f) The corporation shall be authorized to waive any of the restrictions set forth in this section in order to comply with or conform to requirements set forth in federal law or regulations governing mortgage insurance or guarantee programs or requirements set forth by federally chartered secondary mortgage market participants.

**Section 201H-50, Hawaii Revised Statutes - Restrictions on use, sale, and transfer of real property; effect of amendment or repeal.**

(a) Restrictions on the use, sale, and transfer of real property shall be made as uniform as possible in application to purchasers of all real property, and restrictions shall be conformed with agreement of the purchaser to reflect change or repeal made by any subsequent legislative act, ordinance, rule, or regulation. Purchasers shall be permitted at their election to sell or transfer real property subject to restrictions in effect at the time of their sale or transfer; provided that the corporation is paid its share of appreciation in the real property as determined by rules adopted pursuant to chapter 91, as applicable.

(b) The corporation, any department of the State, or any county housing agency maintaining restrictions, through contract, deed, other instrument, or by rule, shall notify purchasers of any substantial change in restrictions made by law, ordinance, rule, or regulation not more than one hundred eighty days after a change in restrictions. The notice shall clearly state the enacted or proposed new provisions, the date or dates upon which they are to be effective, and offer to each purchaser of real property constructed and sold prior to the effective date an opportunity to modify the existing contract or other instrument to incorporate the most recent provisions. Public notice shall also be given at least three times in the State for state agencies and at least three times in a county for county agencies.

(c) For all purchasers of real property prior to June 25, 1990, where the restrictions on use and transfer of property apply for a period of time, the period of time shall not be increased beyond the date calculated from the date of original purchase.

(d) No purchaser shall be entitled to modify the restrictions on use, transfer, or sale of the real property, without the written permission of the holder of a duly-recorded first mortgage on the dwelling unit and the owner of the fee simple or leasehold interest in the land underlying the unit, unless the holder of the first mortgage or the owner is an agency of the State or its political subdivisions.

(e) This section shall apply to all real property developed, constructed, and sold pursuant to this chapter and similar programs in the State or its political subdivisions and which are sold on the condition that the purchaser accepts restrictions on the use, sale, or transfer of interest in the real property purchased.

(f) The provisions of this section shall be incorporated in any deed, lease, instrument, rule, or regulation relating to restrictions on use, sale, or transfer of dwelling units, entered into after June 20, 1977.

(g) The restrictions of this section shall terminate as to a particular real property and shall not attach in subsequent transfers of title of that real property if the corporation releases the restrictions when the real property is financed under a federally subsidized mortgage program.

**Section 201H-51, Hawaii Revised Statutes - Corporation's right to repurchase or rent real property; authority to seek recovery.**

(a) Notwithstanding any provisions to the contrary, during the period in which the restrictions in section 201H-47 are in effect, the following provisions shall apply when dwelling units developed, constructed, financed, purchased, or sold pursuant to Act 105, Session Laws of Hawaii 1970, as amended, are found to have a substantial construction defect, or when vacant lands developed, financed, purchased, or sold pursuant to Act 105, Session Laws of Hawaii 1970, as amended, are found to have a substantial soil defect:

(1) The corporation shall have the right, but not the obligation, to repurchase a dwelling unit or land that has a defect, regardless of whether or not the owner wishes to sell; provided that those repurchases shall be in accordance with the following provisions:

- (A) The corporation may repurchase a dwelling unit or land if:
  - (i) The dwelling unit or land is deemed unsafe by the county building department;
  - (ii) The defects are irreparable; or
  - (iii) In the opinion of the corporation, the defect is of such magnitude that it will take longer than one year to repair;
- (B) The corporation's purchase price shall be based on the formula set forth in section 201H-47(a)(1);
- (C) After repairs to the unit or land are completed, the former owner shall have the first right of refusal to repurchase the real property;
- (D) The corporation shall give preference in all other projects of the corporation to all owners whose real property is repurchased by the corporation under this subsection, and the corporation may waive certain eligibility requirements for these owners; and
- (E) If the corporation exercises its right to repurchase defective real property against an owner's wishes pursuant to this paragraph, the corporation shall provide relocation assistance to that owner as provided in chapter 111;

(2) If the corporation does not opt to repurchase defective real property, the

corporation shall also have the right, but not the obligation, to enter into a contract to repair a dwelling unit which has a construction defect or land which has a soil defect. During the period that the real property is being repaired, the corporation shall rent that real property from the owner for an amount not to exceed the owner's present mortgage payments; and

(3) If the corporation does not execute either a contract to repurchase the real property or an agreement to repair and rent the real property within ninety days after written notice is given to the corporation of a construction defect, the owner may pursue any other available legal remedies.

For the purposes of this section:

"Substantial construction defect" includes but is not limited to:

- (1) Structural defects such as shifting foundations and bearing walls;
- (2) Structural deficiencies due to the use of defective or undersized materials; and
- (3) Defects affecting the health and safety of occupants.

"Substantial soil defect" means shifting, sliding, or sinking ground of such degree as to affect the dwelling unit on the land or the health and safety of the occupants of the land.

(b) If moneys are expended by the corporation pursuant to subsection (a)(1) and (2), the corporation shall have the authority to take necessary legal action against the developer, co-developer, general contractor, and their subcontractors, consultants, and other parties notwithstanding chapter 657.

(c) If real property developed, constructed, financed, purchased, or sold pursuant to Act 105, Session Laws of Hawaii 1970, as amended, is found to have a substantial construction or soil defect, the corporation shall have the right, but not the obligation, to file or cause to be filed a legal action on behalf of or by, the owner or lessee of the real property for the recovery of damages or for injunctive relief against the developer, co-developer, general contractor, and their subcontractors, consultants, and other parties notwithstanding chapter 657. Additionally, notwithstanding any provision of rule 23 of the Hawaii rules of civil procedure, the corporation may file or cause to be filed a legal action brought under this subsection as a class action on behalf of or by at least two owners or lessees of real property that have similar substantial construction or soil defects.

(d) Nothing in this chapter shall be construed to diminish the rights or remedies of the corporation otherwise provided under common law, by law, or by contract.

(e) The corporation shall adopt rules pursuant to chapter 91 necessary for the purposes of this section.

(f) This section shall not apply to a particular real property and shall not apply after subsequent transfers of title of that real property if the corporation releases the restrictions when the real property is financed under a federally subsidized mortgage program.

(g) If any subsection, sentence, clause, or phrase of this section, or its application to any person or transaction or other circumstances, is for any reason held to be unconstitutional or invalid, the remaining subsections, sentences, clauses, and phrases of this section, or the application of this section to other persons or transactions or circumstances, shall not be affected. The legislature hereby declares that it would have passed this section and each subsection, clause, or phrase thereof, irrespective of the fact that any one or more subsections,

sentences, clauses, or phrases of this section, or its application to any person or transaction or other circumstance, may be declared unconstitutional or invalid.

By signing below, Grantee acknowledges, accepts, understands and agrees to the foregoing program requirements of the Hawaii Housing Finance and Development Corporation's (HHFDC), its successor or assigns, including but not limited to obtaining the HHFDC's prior written consent and approval when engaging in any activity pertaining to Grantee's occupancy as the principal residence; transfer; mortgage finance, refinance and/or modification; and sale of the property while this exhibit is in effect; and until such time that the program is satisfied by the Grantee and released by the HHFDC, its successor or assigns.

GRANTEE:

\_\_\_\_\_

\_\_\_\_\_

238\_BB(ForDeed)/ Effec. 4.30.09 (Act 38)  
HHFDC Rev 12.07.18 (DAG-SC 2-2019)  
HUD 2.19.99/VA 10.20.98  
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9

\* "corporation" refers to Hawaii Housing Finance and Development Corporation

EXHIBIT "L"  
Addendum 1  
(Page 9 of 9)

**EXHIBIT "L" - ADDENDUM 2**

**(SAE Program)**

**EXHIBIT C**

**HHFDC'S SAE PROGRAM AGREEMENT**

For Grantor's Use Only

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Project: \_\_\_\_\_ Unit No. \_\_\_\_\_

Unit Type/Model No. \_\_\_\_\_ (Bed/Bath/Parking)

**GRANTEE'S AGREEMENT TO PAY  
HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION  
A SHARE OF THE NET APPRECIATED VALUE OF THE PROPERTY**

The real property described in Exhibit A together with the improvements thereon ("**Property**") was developed by the Grantor with assistance from the Hawaii Housing Finance and Development Corporation of the State of Hawaii ("**HHFDC**"). HHFDC provided such assistance in furtherance of the interest of the State of Hawaii of addressing the need for safe, sanitary and reasonably priced housing.

For the opportunity which HHFDC has created to enable the Grantee to purchase the Property for the "**Grantee's Original Purchase Price**" rather than for the "**Original Fair Market Value**", the Grantee named below ("**Grantee**"), jointly and severally if more than one Grantee, agrees to the "Shared Appreciation or Equity Program" ("**Program**") of HHFDC. Under the Program, which is described in this Exhibit C, the Grantee agrees to pay to HHFDC a share of the "**Net Appreciation**" which the Grantee realizes or is deemed to have realized upon the sale or transfer of the Property (as such terms are defined below).

The Grantee understands and agrees that title to the Property is being conveyed to the Grantee subject to the following terms and conditions.

1. MEANING OF WORDS USED IN THIS EXHIBIT

- A. "**Original Fair Market Value**" means the sum of \$ \_\_\_\_\_ which represents the fair market value of the Property (as built but without any additional or upgraded improvements that Grantee may have ordered) as determined by a current:
- ( ) Federal Housing Administration ("FHA") appraisal  
( X ) Appraisal obtained by HHFDC.
- B. "**Grantee's Original Purchase Price**" means the sum of \$ \_\_\_\_\_ for which the Grantee is purchasing the Property from Grantor but which does not

include the cost or value of any additional or upgraded improvements that Grantee may have ordered.

C. "HHFDC's Percentage Share" means \_\_\_\_\_% which was calculated as follows:

$$\frac{\text{Original Fair Market Value} \quad \text{minus} \quad \text{Grantee's Original Purchase Price}}{\text{Original Fair Market Value}}$$

rounded to the nearest one percent.

D. "Grantee's Original Percentage Share" means \_\_\_\_\_% which represents the difference between 100% minus HHFDC's Percentage Share.

FOR FHA GRADUATED MORTGAGE ONLY: If the home was financed with a FHA graduated payment mortgage, any recovery of any accrued negative amortization shall be first collected from the sale of the home, including the Grantee's share of the net appreciation, and if not fully paid from the Grantee's proceeds, then any balance due for the negative amortization may be collected from the State's share of the net appreciation.

E. "Fair Market Value" means the fair market value of the Property as defined in applicable Hawaii Administrative Rules of the HHFDC, its successors or assigns, as may be amended from time to time, and as determined by an appraisal obtained and performed in the manner described below in paragraph 3, if and when the Grantee subsequently sells or transfers the Property.

F. "Net Appreciation" means:

$$\text{Fair Market Value of the Property} \\ \text{minus Grantee's Original Purchase Price}$$

2. HHFDC'S SHARE OF THE NET APPRECIATION DUE ON SALE OR TRANSFER OF THE PROPERTY

Except for a "Permitted Transfer", as that term is defined below, the Grantee promises and agrees that if and when all or any part of or interest in the Property is sold or transferred or if the Grantee shall be divested of title or any interest in the Property, in any manner, voluntarily or involuntarily, including a judicial or nonjudicial foreclosure sale, HHFDC will immediately be entitled to a share of the Net Appreciation equal to:

$$\text{HHFDC's Percentage Share X Net Appreciation}$$

The Grantee agrees to give HHFDC written notice as soon as the Grantee has reached an agreement or understanding for the sale or transfer of the Property together with the specific terms of such sale or transfer. The Grantee shall pay HHFDC's Percentage Share of the Net Appreciation on the effective date of such sale or transfer. If HHFDC's share of the Net Appreciation is not paid when due, interest on HHFDC's share of the Net Appreciation will accrue at the simple annual rate of 12% until paid. In addition, HHFDC will be entitled to be paid reasonable attorneys' fees and costs to enforce its rights hereunder. Subject to the provisions in paragraph 7, below, the obligation to pay HHFDC's share of the Net Appreciation will survive any Permitted Transfer with respect to the Grantee and any person or entity who acquires an interest in the Property as a result of a Permitted Transfer.

A sale or transfer of the Property will be deemed to have taken place upon the occurrence of any of the following events:

- A. When the Grantee sells or transfers the Property or any legal or beneficial right, title or ownership interest in the Property, including by way of an agreement of sale or a lease with an option to purchase the Property;
- B. When the Grantee no longer uses the Property as Grantee's principal residence but continues to retain legal and/or equitable title to the Property; or
- C. When the Grantee rents the Property or any part of the Property to someone else but continues to retain legal and/or equitable title to the Property.

HHFDC may, but is not required to, extend the time by when HHFDC's Share of the Net Appreciation will become due and payable for a period not exceeding one year if the Property is covered by a First Mortgage (as that term is defined below in paragraph 7) which is insured or held by FHA.

HHFDC may extend the time when HHFDC's share of Net Appreciation will become due and payable for a period not exceeding a total of ten years if the transfer is temporary and occurs:

- (i) When the Grantee no longer uses the Property as Grantee's principal residence but continues to retain legal and/or equitable title to the Property; or
- (ii) When the Grantee rents the Property or any part of the Property to someone else but continues to retain legal and/or equitable title to the Property; and

HHFDC determines, in HHFDC's sole discretion, that the temporary transfer is necessary because of adverse circumstances involving the Grantee, such as an unforeseen job or military transfer, a temporary educational sabbatical, a serious illness or other hardship circumstances as determined by the HHFDC. The extension may be provided if Grantee is a qualified resident who pays resident state income taxes during the period Grantee owns the Property and will continue to pay resident state income taxes during the temporary transfer extension period. If Grantee fails to reoccupy the Property as Grantee's principal

residence at the end of the extension period, HHFDC's share of Net Appreciation will be immediately due and payable.

The following transfers ("**Permitted Transfers**") will not result in HHFDC's share of the Net Appreciation becoming due and payable. However, the Grantee must still notify HHFDC and obtain HHFDC's consent prior to a Permitted Transfer.

- A. The creation of a lien or other encumbrance which does not relate to a transfer of rights of occupancy in the Property provided that the total amount of all liens and other encumbrances which are secured by the Property must not exceed 80% of the sum of the Grantee's Original Purchase Price plus the Grantee's Original Percentage Share of the Net Appreciation as determined by an appraisal obtained by HHFDC at the Grantee's cost and expense. For example, if the Grantee's Original Purchase Price is \$300,000 and if the Grantee's Original Percentage Share of the Net Appreciation is \$25,000, the total amount of all liens and other encumbrances, including the first mortgage loan cannot exceed \$260,000 (which is 80% of the sum of \$300,000 + \$25,000.);
- B. a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- C. a transfer to a relative resulting from Grantee's death;
- D. a transfer where Grantee's spouse or children become an owner of the Property;
- E. a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which Grantee's spouse becomes an owner of the Property; and
- F. a transfer into an inter vivos trust in which Grantee is and remains the primary beneficiary and which does not relate to a transfer of rights of occupancy in the Property (i.e., Grantee must continue to use the Property as Grantee's principal residence after the transfer).

However, if the first mortgage is guaranteed or held by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC"), (i) the foregoing Permitted Transfers may result in the Grantee being required to make immediate payment in full of all sums secured by such a first mortgage unless prohibited by federal laws; and (ii) with respect to a transfer described above in (c), (d) and (e), the mortgage may require the transferee to occupy the Property as the transferee's principal residence as a condition for not exercising any right to require the Grantee to make immediate payment in full of all sums secured by such a first mortgage.

### 3. DETERMINATION OF FAIR MARKET VALUE BY APPRAISAL

Whenever it shall become necessary to determine the Net Appreciation (as defined by applicable Hawaii Administrative Rules of the HHFDC, its successors or assigns, as may be amended from time to time), HHFDC will select an independent appraiser who has any of the qualifications set forth below and who shall prepare a written appraisal of the Fair Market Value of the Property within 45 calendar days after the Grantee has given HHFDC written notice that the Grantee will be selling or transferring the Property together with the terms of such sale or transfer. The appraisal shall be based on the floor plan and improvements and lot size as shown in Exhibit C-1. The appraisal shall not include the value of any improvements which the Grantee may have added to the Property after the date of the Deed. Items of repair and maintenance shall not be considered to be improvements. The Grantee will pay the cost of HHFDC's appraisal.

HHFDC will send to the Grantee by first class mail a copy of the written appraisal no later than ten (10) business days after the appraisal has been completed together with a notice informing the Grantee that the Grantee may procure an independent appraisal within 45 calendar days if the Grantee disputes HHFDC's appraisal.

If the Grantee does not dispute HHFDC's appraisal, that appraisal will constitute a final and conclusive determination of the Fair Market Value of the Property. If the Grantee disputes HHFDC's appraisal, the Grantee may, at the Grantee's own expense, procure an appraisal by an independent appraiser who has any of the qualifications set forth below. The Grantee will send a copy of the Grantee's appraisal to HHFDC within 10 business days after it has been completed. If the Grantee's appraisal is lower than HHFDC's appraisal, the Fair Market Value of the Property will be taken to be one-half the sum of the two appraisals. If the Grantee's appraisal is not lower, HHFDC's appraisal will govern.

All appraisals will be made only by an appraiser having one or more of the following current qualifications: (i) State of Hawaii licensed appraiser; or (ii) State of Hawaii certified appraiser.

4. RELEASE OF THIS EXHIBIT

Subject to the provisions of paragraph 7, below, HHFDC's right to be paid a share of the Net Appreciation will continue in full force and effect and will constitute a lien on the Property until one or both of the following events have occurred:

- A. The Grantee has sold or transferred the Property; and
- B. HHFDC has been fully paid HHFDC's share of the Net Appreciation and any other amounts which the Grantee is obligated to pay to HHFDC.

Thereafter, HHFDC will sign and cause to be recorded a release document which need only be signed by HHFDC and which acknowledges that the Grantee's obligation to pay HHFDC a share of the Net Appreciation has been fully satisfied and that this Exhibit C is then being released.

5. SALE OR TRANSFER OF THE PROPERTY TO HHFDC PURSUANT TO HRS. SEC 201H-47

The provisions in this Exhibit C will not apply in the case where HHFDC exercises, pursuant to Hawaii Revised Statutes Section 201H-47 as more fully set forth in the foregoing Exhibit B, HHFDC's first option to purchase the Property during the restriction period after the Grantee has purchased the Property.

If Grantee elects to pay all or any part of HHFDC's share of Net Appreciation in advance without having to sell or transfer the Property and HHFDC exercises its first option to purchase the Property, all funds received by HHFDC will be reimbursed to Grantee with no interest.

6. PAYMENT OF HHFDC'S PERCENTAGE SHARE OF NET APPRECIATION IN ADVANCE

The Grantee may elect to pay all or any part of HHFDC's share of the Net Appreciation at any time and in advance without having to sell or transfer the Property. If the Grantee pays only a part of HHFDC's share of the Net Appreciation in advance, the Grantee's Original Purchase Price will be increased after the payment is made for the purpose of making any later calculation to determine the balance of HHFDC's share of the Net Appreciation. The Grantee's Original Purchase Price, as increased, will be referred to as the "Grantee's Adjusted Purchase Price" which will be equal to the sum of:

Grantee's Original Purchase Price  
plus Partial Payment Amount divided by HHFDC's Percentage Share  
plus Any prior increase(s) to the Grantee's Original Purchase Price

The Grantee's Adjusted Purchase Price will be substituted for the "Grantee's Original Purchase Price" for any subsequent calculation of the Net Appreciation under Section 1.F.

7. FIRST MORTGAGEE PROTECTION

The foregoing provisions shall not apply with respect to:

- (a) The first purchase money mortgage ("**First Mortgage**"), if any, which is being placed on the Property.
- (b) The first purchase money mortgagee ("**First Mortgagee**") named in the First Mortgage, including the first purchase money mortgagee's successors and assigns.
- (c) The rights of the First Mortgagee to foreclose or take title pursuant to the remedies in the First Mortgage, to accept a deed in lieu of foreclosure in the event of default by the Grantee, as mortgagor under the First Mortgage, or to sell or lease the Property acquired by the First Mortgagee.
- (d) Any person or persons acquiring the Property as a result of foreclosure or by a deed in lieu of foreclosure of the First Mortgage or any successor, transferee, or assignee of such person or persons.

Provided, however, that the Grantee promises and agrees to provide notice to HHFDC of the First Mortgage and to cause the holder of the First Mortgage to provide written notice to HHFDC of any default under the First Mortgage. Provided, further, however, if the First Mortgage is (i) insured or held by FHA or (ii) guaranteed or held by FNMA or FHLMC, the Grantee's failure to cause the holder of the First Mortgage to provide written notice to HHFDC of any default under the First Mortgage or any failure of the holder of the First Mortgage to provide such written notice shall not affect such holder's rights under this paragraph 7.

HHFDC specifically subordinates any lien or contingent lien rights that HHFDC may have under this Exhibit C to the lien of the First Mortgage. Any holder of the First Mortgage or any person who acquires legal title to the Property as a result of a foreclosure or a deed in lieu of foreclosure of the First Mortgage shall acquire legal title free of such lien or contingent lien rights that HHFDC may have under this Exhibit C. This Exhibit C shall be null and void upon a conveyance of the Property through a foreclosure sale or a deed in lieu of foreclosure.

8. NOTICE TO THE GRANTEE:

THIS EXHIBIT C PROVIDES THAT IF THE GRANTEE SELLS OR TRANSFERS THE PROPERTY, HHFDC WILL BE ENTITLED TO BE PAID IMMEDIATELY A SHARE OF THE NET APPRECIATION OR EQUITY IN THE PROPERTY. THIS EXHIBIT C ALSO EXPLAINS WHEN A SALE OR TRANSFER OF THE PROPERTY HAS OR WILL BE DEEMED TO HAVE TAKEN PLACE. IF THE PROPERTY IS SOLD OR TRANSFERRED AND THE GRANTEE DOES NOT PAY HHFDC'S SHARE OF THE NET APPRECIATION OR EQUITY IN THE PROPERTY AS SET FORTH ABOVE, HHFDC MAY TAKE LEGAL ACTION WHICH MAY RESULT IN THE FORECLOSURE SALE OF THE PROPERTY. IF THERE IS A FIRST MORTGAGE COVERING THE PROPERTY WHICH IS INSURED OR HELD BY FHA, FHA MAY NOT BE ABLE TO HELP THE GRANTEE.

By signing below, Grantee acknowledges, accepts and agrees to the foregoing program requirements of the Hawaii Housing Finance and Development Corporation (HHFDC), its successors or assigns, including but not limited to obtaining the HHFDC's prior written consent and approval when engaging in any activity pertaining to Grantee's occupancy as the principal residence; transfer; mortgage finance, refinance and/or modification; and sale of the property while this exhibit is in effect; and until such time that the program is satisfied by the Grantee and released by the HHFDC, its successors or assigns.

GRANTEE:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Exhibit C-1**

**UNIT'S FLOOR PLAN**

**(Replace this page with the Unit's floor plan)**

EXHIBIT "M"

CITY COUNCIL RESOLUTION



**CITY COUNCIL**  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII

No. 22-298, CD1, FD1

**RESOLUTION**

**AUTHORIZING EXEMPTIONS FROM CERTAIN REQUIREMENTS RELATING TO THE KUILEI PLACE AFFORDABLE AND MARKET RATE CONDOMINIUM PROJECT IN MOIILILI.**

WHEREAS, 2599 Kapiolani, LLC (the "Applicant"), with the approval of the Hawaii Housing Finance and Development Corporation ("HHFDC") proposes to develop Kuilei Place, a mixed-use project consisting of a 12-story mid-rise tower, 43-story high-rise tower, and 13-story parking structure complex on 3.15 acres of land located at 2599 Kapiolani Boulevard in the Moiliili District of Central Honolulu, O'ahu, identified as Tax Map Keys (1) 2-7-022:011; 015; and 031 through 049, as depicted in Exhibits A-1 to A-3, B, C, and D-1 to D-7, attached hereto and made a part hereof (the "Project"); and

WHEREAS, the two proposed towers will contain a total of 1,005 for-sale residential units, of which 603 units (60 percent of the total units) will be offered to households earning between 80 percent and 140 percent or below the U.S. Department of Housing and Urban Development Area Median Income ("AMI") for Honolulu; and 402 units (40 percent of the total units) will be market-rate units offered to households earning an approximate average 180 percent of the AMI; and

WHEREAS, as proposed, the Project's affordable units will be offered for sale as follows: 13 units to households earning 80 percent of the AMI; 28 units to households earning 90 percent of the AMI; 75 units to households earning 100 percent of the AMI; 61 units to households earning 110 percent of the AMI; 69 units to households earning 120 percent of the AMI; 182 units to households earning 130 percent of the AMI; and 175 units to households earning 140 percent of the AMI; and

WHEREAS, the Applicant has offered to modify the affordability levels of the Project's for-sale units as follows: 41 units offered to households earning 80 percent (or below) of the AMI, 91 units to households earning 100 percent (or below) of the AMI, 219 units to households earning 120 percent (or below) of the AMI, 252 units to households earning 140 percent (or below) of the AMI, and 402 units may be market-rate units; and

WHEREAS, the Project's affordable units will consist of 148 one-bedroom units, 382 two-bedroom units, and 73 three-bedroom units; and

WHEREAS, all affordable for-sale units will remain affordable for a minimum of 10 years and will be subject to the HHFDC's buy-back and shared appreciation restrictions; and

OCS2023-0054/1/24/2023 10:10 AM 1



## RESOLUTION

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WHEREAS, as proposed, the Project will also provide 1.16 acres (37 percent of the total Project site area) of open, at-grade resident recreation space; 7,211 square feet of street level, storefront commercial space fronting Kapiolani Boulevard; a parking structure accommodating 1,670 parking spaces and seven loading spaces; and long-term and short-term bicycle parking spaces; and

WHEREAS, the Project will help address the critical need for affordably priced housing within Central Honolulu's urban core in convenient proximity to a comprehensive range of educational facilities, employment centers, and multiple shopping, dining, and family services opportunities; and

WHEREAS, on October 13, 2022, the HHFDC Board of Directors approved the Project with its proposed exemptions; and

WHEREAS, the City Council ("Council") is empowered and authorized to approve the Project, which may include exemptions from statutes, ordinances, charter provisions, and rules of any governmental agency relating to planning, zoning, construction standards for subdivision, development and improvement of the land, and the construction of units thereon pursuant to Section 201H-38, Hawaii Revised Statutes ("HRS"); and

WHEREAS, the Council has reviewed the preliminary plans and specifications for the Project dated May 17, 2022 and February 2022, respectively, prepared by Design Partners, Inc., and submitted to the Council by the HHFDC on November 1, 2022, by Miscellaneous Communication 485 (2022); and

WHEREAS, the Project is consistent with the housing and community development goals and objectives of the City; and

WHEREAS, the granting of the exemptions is necessary for the timely and successful implementation of the Project; and

WHEREAS, the requested exemptions meet minimum requirements of health and safety; and

WHEREAS, the Project does not contravene any safety standards, tariffs, or rates and fees approved by the Public Utilities Commission or the Board of Water Supply; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that it approves the Project, which approval includes exemptions from certain requirements for the Project, as follows:

OCS2023-0054/1/24/2023 10:10 AM 2



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**RESOLUTION**

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Application Fees

1. Exemption from § 18-6.2, Revised Ordinances of Honolulu 2021 ("ROH"), to allow an exemption from the payment of building permit fees, estimated at \$1,948,300.
2. Exemption from ROH § 18-6.1, to allow an exemption from the payment of plan review fees, estimated at \$389,660.
3. Exemption from ROH § 18A-2.4, to allow an exemption from the payment of grading, grubbing, and stockpiling fees, estimated at \$40,000.
4. Exemption from ROH § 14-2.1(c), to allow an exemption from the payment of trenching permit fees, estimated at \$30,000.
5. Exemption from ROH § 14-2.1(c), to allow an exemption from the payment of utility connection fees, estimated at \$10,000.

Infrastructure and Public Works Fees and Charges

6. Exemption from ROH § 43-10.1, § 43-10.2, and § 43-10.3, to allow an exemption from the payment of wastewater system facility charges attributed to 351 affordable units offered for sale to households earning 120 percent and below of the AMI, estimated at \$1,625,551; and to allow the deferral until the issuance of a certificate of occupancy for the Project of the payment of wastewater system facility charges attributed to 654 Project units offered to households earning more than 120 percent of the AMI, estimated at \$3,028,674.
7. Exemption from ROH § 43-11.12(f), to allow an exemption from the payment of private storm drain connection fees, estimated at \$10,000.

Fire Department Plan Review Fees

8. Exemption from ROH § 20-1.1, Item 3, to allow an exemption from the payment of Honolulu Fire Department plan review fees, estimated at \$194,830.

Board of Water Supply Rules and Regulations:

9. Deferral from Sections 1-102, 2-202(2), and 2-202(3) of the Board of Water Supply Rules and Regulations, to allow a deferral of the payment of water system facility and installation of water service fees, estimated at \$3,031,328; provided that all Board of Water Supply requirements are satisfied. The actual

OCS2023-0054/1/24/2023 10:10 AM 3



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## RESOLUTION

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fees to be deferred will be determined by the Board of Water Supply during review of the Project's building permit application.

### Park Dedication Ordinance Requirements

10. Exemption from ROH Chapter 22, Article 7, to allow exemption from park dedication requirements attributed to 351 affordable units offered for sale to households earning 120 and below of the AMI, totaling 38,610 square feet of park space or payment of an equivalent in-lieu fee estimated at \$8,108,100 (instead of 110,550 square feet of park space or an equivalent in-lieu fee estimated at \$23,215,500 for all Project units).

### Land Use Ordinance ("LUO")

11. Exemption from LUO § 21-3.80-1(b) and Table 21-3.3, relating to maximum density, to allow for a maximum floor area ratio ("FAR") of 8.5 (instead of an FAR of 1.9).
12. Exemption from LUO § 21-3.80-1(b), Table 21-3.3, and the applicable zoning map relating to maximum height, to allow for a maximum building height of 400 feet for the Project's makai tower (instead of 150 feet). Rooftop structures must conform to LUO § 21-4.60(c).
13. Exemption from LUO § 21-3.80-1(c)(3) and Table 21-3.3, relating to height setbacks, to allow for no height setbacks – the Project will encroach into all required setbacks (above 40 feet, an additional 1-foot setback for each additional 10 feet of height).
14. Exemption from LUO § 21-3.80-1(b) and Table 21.3.3, relating to maximum building area, to allow a maximum building area of 56 percent of the total zoning lot area (76,594 square feet) (instead of 40 percent of the total zoning lot area).
15. Exemption from LUO § 21-3.80-1(a) and Table 21.3.3, relating to permitted uses in the A-2 Medium Density Apartment zoning district, to allow for up to 7,211 square feet of commercial use in the A-2 District (commercial uses are not permitted in the A-2 District).
16. Exemption from Section 3.2.2.3 of the Primary Urban Center Development Plan, relating to density for high-density residential mixed uses, to allow for a density of up to 321 dwelling units per acre (instead of up to 140 dwelling units per acre).

OCS2023-0054/1/24/2023 10:10 AM 4



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## RESOLUTION

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City and County of Honolulu Affordable Housing Requirements

17. Exemption from ROH Chapter 29, relating to the City and County of Honolulu's affordable housing requirements, to allow the Project to be developed, marketed, and sold in accordance with HHFDC affordable housing requirements, including pursuant to HRS § 201H-47, § 201H-49, and § 201H-50; and

BE IT FURTHER RESOLVED that the Project is approved subject to the following conditions:

- A. The Project must comply with the following affordability requirements: 41 units must be offered to households earning 80 percent (or below) of the AMI, 91 units must be offered to households earning 100 percent (or below) of the AMI, 219 units must be offered to households earning 120 percent (or below) of the AMI, 252 units must be offered to households earning 140 percent (or below) of the AMI, and 402 units may be market-rate units.
- B. The Applicant shall offer the 402 market-rate units exclusively to qualified owner-occupant households for a minimum 60-day period that consists of a 30-day lottery period followed by a 30-day offering on a first-come, first-served basis.
- C. Except for the exemptions from certain City application fees, infrastructure or public works fees and charges, and development standards provided herein, the Project must comply with all statutes, ordinances, charter provisions, and rules of any government agency relating to planning, zoning, construction standards for subdivisions, development and improvement of land, and the construction of dwelling units thereon; including but not limited to right-of-way improvement requirements and bicycle parking space requirements.
- D. Prior to the issuance of any building permits for the Project, the Applicant shall submit to the Department of Planning and Permitting ("DPP") for its review and approval:
1. A timeline or phasing of the anticipated dates to obtain major building permits for demolition and construction work, including the projected date of occupancy, in a format acceptable to the DPP. The timeline should identify when the construction management plan ("CMP") and traffic management plan ("TMP") will be submitted to the DPP for its review and approval.

OCS2023-0054/1/24/2023 10:10 AM 5



## RESOLUTION

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2. A CMP that identifies the type, frequency, and routing of heavy trucks and construction-related vehicles. The Applicant shall make every effort to minimize impacts from construction vehicles and related construction activities. The CMP must identify and limit construction-related vehicular activity to periods outside of the peak traffic hours using alternative routes for heavy trucks, provisions for either onsite or offsite staging areas for construction-related workers and vehicles to limit the use of on-street parking around the Project site, and other mitigation measures related to traffic and potential neighborhood impacts. The CMP must also include plans for all work within or affecting public streets and preliminary or conceptual traffic control plans. The Applicant shall document the condition of roadways prior to the start of construction activities and provide remedial measures, as necessary, such as restriping, road resurfacing or roadway reconstruction if the condition of the roadways has deteriorated as a result of the construction-related activities.
  3. A TMP that includes traffic demand management ("TDM") strategies to minimize the number of vehicular trips for daily activities. TDM strategies may include carpooling and ride sharing programs; transit, bicycle, and pedestrian incentives; and other similar TDM strategies. The TMP must include a pedestrian circulation plan that provides accessibility and connectivity to the surrounding public sidewalks, and includes a determination of effective sidewalk widths taking into account City complete streets initiatives. A post TMP will be required approximately one year after the issuance of the Project's certificate of occupancy ("CO") to validate the relative effectiveness of the various TDM strategies identified in the initial TMP. An annual TDM compliance report will be required for the first five years following the issuance of the Project's CO.
- E. Approximately one year after the issuance of the certificate of occupancy for the Project, the Applicant shall submit to the DPP for review and approval an update to the initial traffic impact analysis ("TIA") (dated March 2022, and prepared by Wilson Okamoto Corporation) to validate the traffic projections, distribution, and assignment contained in the initial TIA. If the updated TIA recommends additional traffic mitigation measures or modifications to address traffic impacts directly attributable to the Project, the Applicant shall implement the updated TIA recommendations. If the updated TIA is inconclusive, a second updated TIA may be required one year after the date of the updated TIA, as the DPP Director determines is necessary.
- F. The Applicant shall construct the section of the proposed Kapiolani Boulevard Tier 1 Walkway project fronting the Project site.

OCS2023-0054/1/24/2023 10:10 AM 6



## RESOLUTION

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- G. All Project sidewalks and sidewalks fronting the Project site must have a minimum of 6 to 8 feet of clear zone separate from the furniture, utilities, and landscaping area.
- H. The Applicant shall make a contribution for complete streets improvements as recommended by the initial TIA.
- I. All Project driveways or streetscape improvements must be designed to minimize potential conflict between vehicles and bicyclists using the Priority 1 Protected Bicycle Lane located on Kapiolani Boulevard fronting the Project site; and

BE IT FURTHER RESOLVED that as used in this resolution:

- 1. References to HHFDC include any successor agency; and
- 2. References to specific statutes, ordinances, or regulations include any respective successor statutes, ordinances, or regulations; and

BE IT FURTHER RESOLVED that this resolution is null and void unless construction of the Project commences no later than 24 months after the effective date of this resolution; and

BE IT FURTHER RESOLVED that the exemptions granted for this Project are not transferrable to any other real property; and

BE IT FURTHER RESOLVED that the final plans and specifications for the Project constitute the zoning, building, construction, and subdivision standards for the Project, and are approved if those plans and specifications do not substantially deviate from the preliminary plans and specifications submitted to the Council; provided that minor modifications to the design character of the building or landscaping may be approved by the HHFDC if such modifications are consistent with the prevailing neighborhood character; and

BE IT FURTHER RESOLVED that no action may be prosecuted or maintained against the City and County of Honolulu, its officials, or its employees, on account of the actions taken by them in reviewing or approving the plans and specifications, or in granting the exemptions listed herein; and

OCS2023-0054/1/24/2023 10:10 AM 7



**RESOLUTION**

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BE IT FINALLY RESOLVED that copies of this resolution be transmitted to the Hawaii Housing Finance and Development Corporation, 677 Queen Street, Suite 300, Honolulu, Hawai'i 96813; and 2599 Kapiolani, LLC, Waikiki Business Plaza, 2270 Kalakaua Avenue, Suite 1788, Honolulu, Hawai'i 96815.

INTRODUCED BY:

Tommy Waters (br)

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DATE OF INTRODUCTION:

December 29, 2022  
Honolulu, Hawai'i

Councilmembers

Google Maps 2601 Kapiolani Blvd  
Kulihi Place

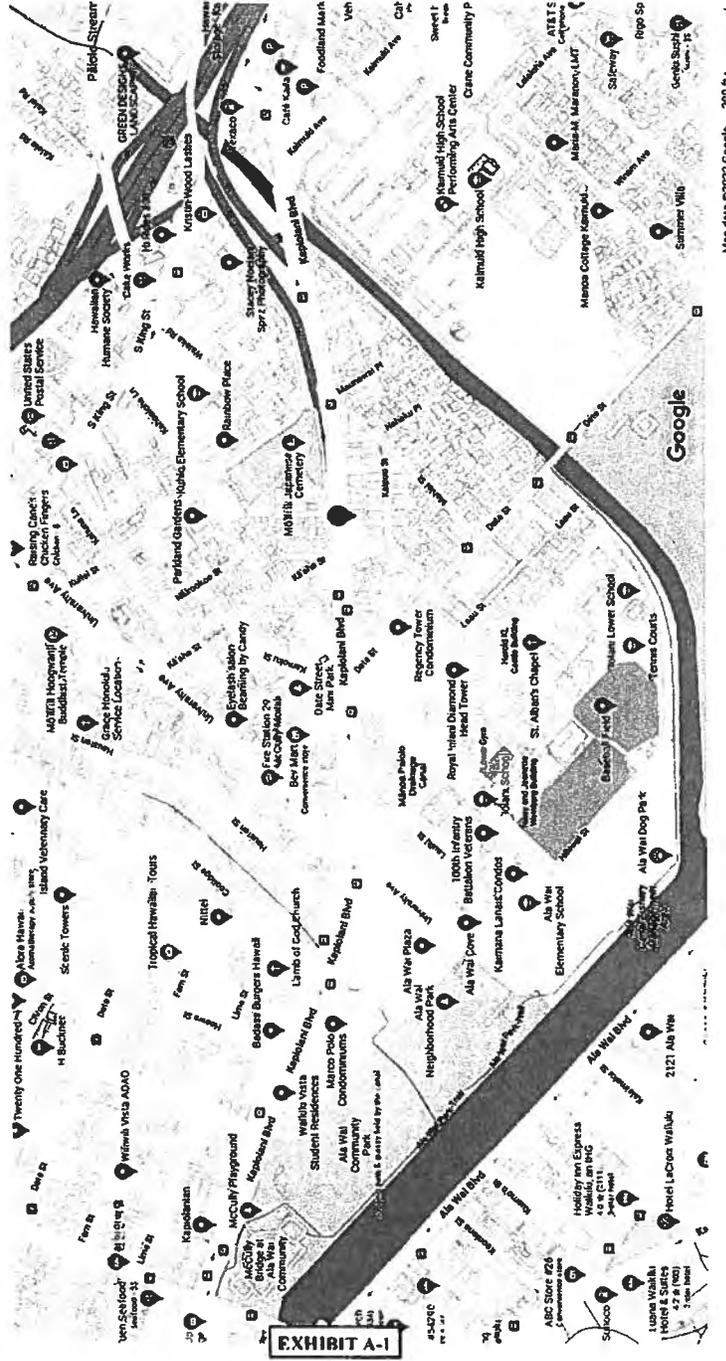




EXHIBIT A-2

VICINITY MAP

KULLEI PLACE | 2301 KAWAIAHALE BLVD | Phone: (808) 214-2146 | Fax: (808) 214-2025  
HONOLULU, HI 96825



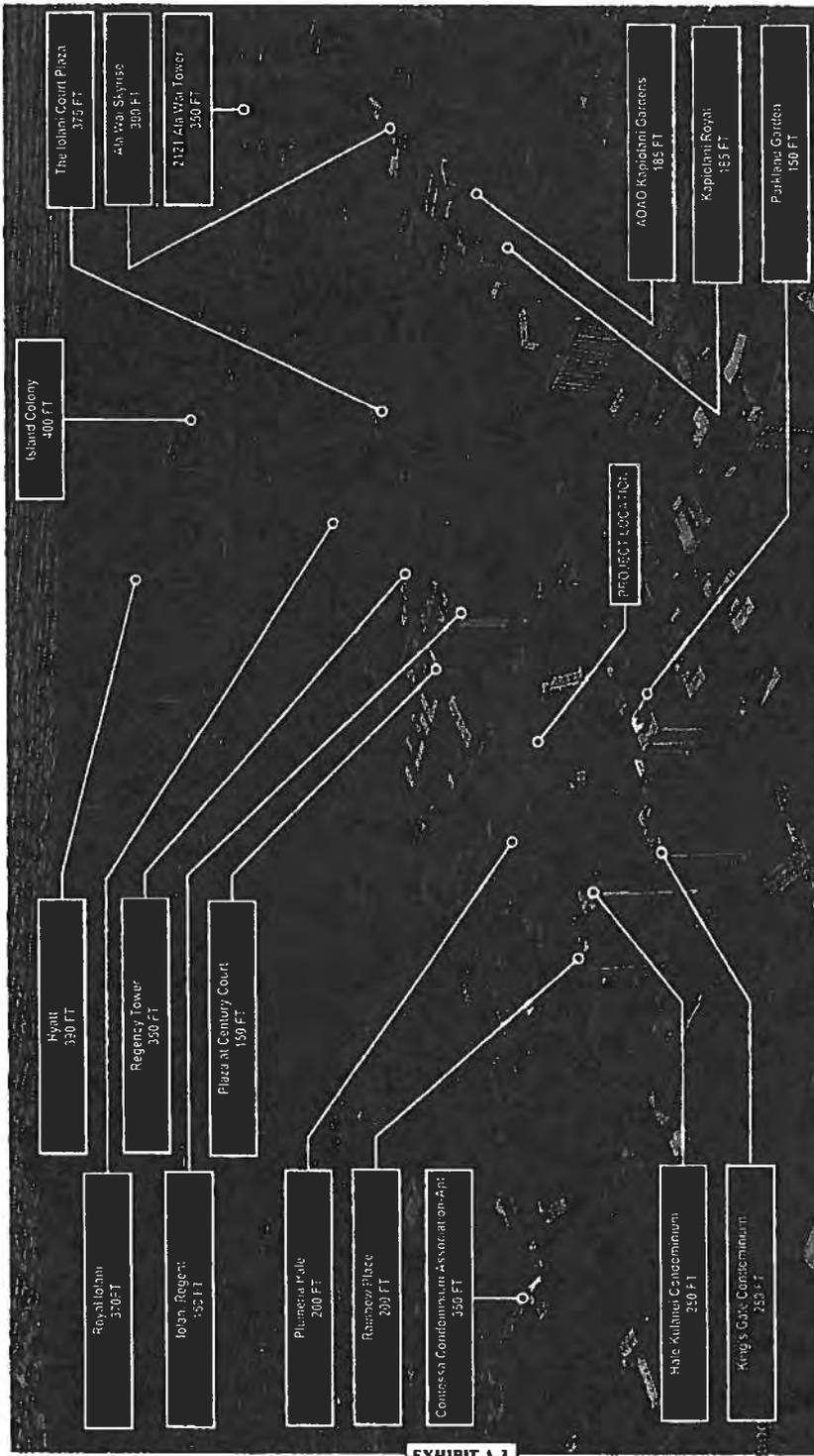


EXHIBIT A-3

**EXISTING SURROUNDING BUILDING HEIGHTS**

KULEI PLACE | Location: 3601 HAWAIIAN BLVD. | Project Number: 2-0346 | Rev: 5/17/2022  
 Scale: HOKU, LLC | HAWAII, HI 96829



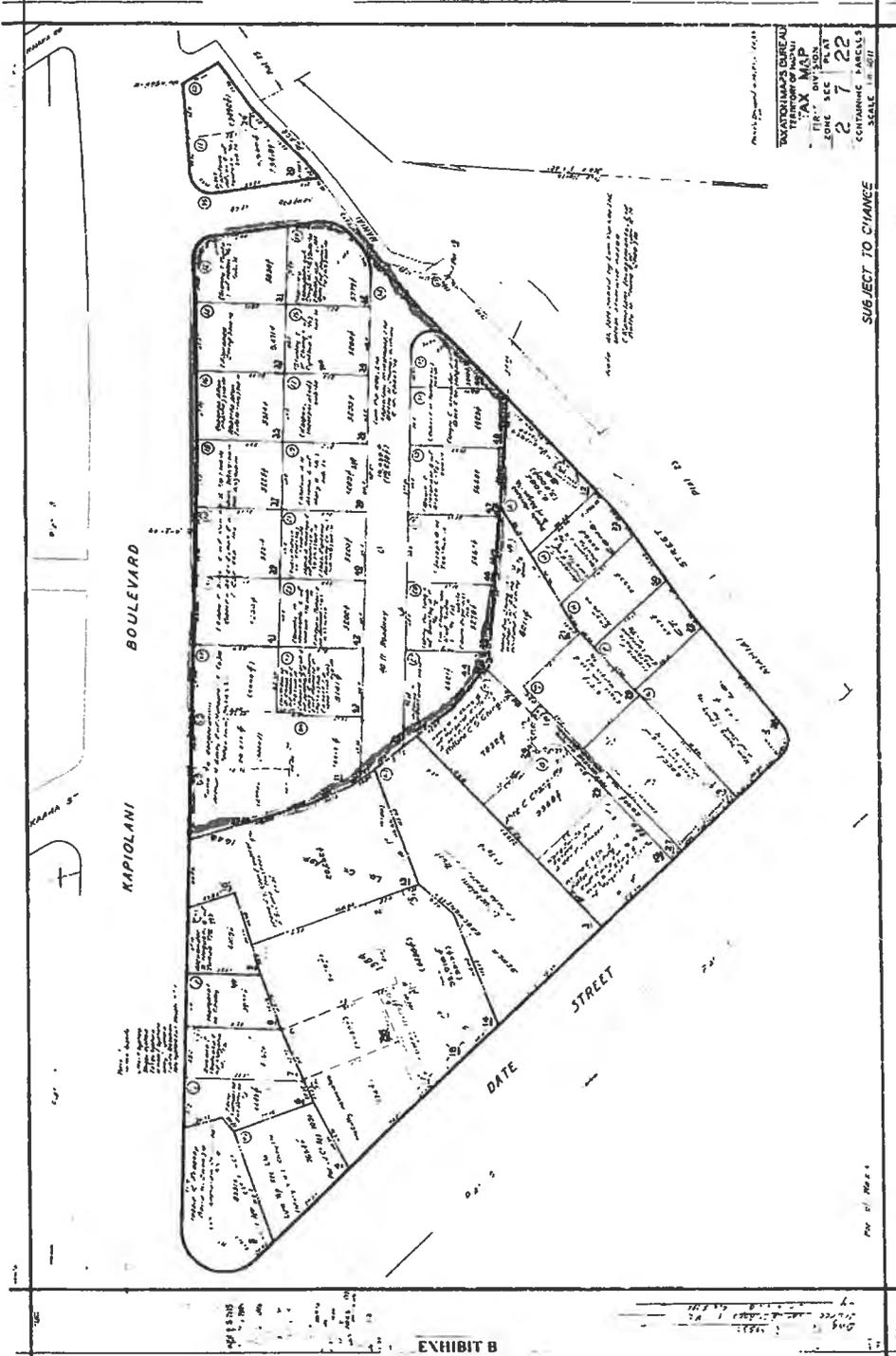


EXHIBIT "M"  
(Page 12 of 21)



**KUILEI PLACE DESIGN ANALYSIS**

<b>Address:</b>	2600 Kapiolani Blvd
<b>Tax Map Key:</b>	2-7-022: 001, 015, 030-049
<b>Total Lot Size:</b>	137,195 sf
<b>Zoning Designations:</b>	A2
<b>Land Use:</b>	Multi-Family Residential
<b>Existing:</b>	Mixed Use Multi-Family Residential
<b>Proposed:</b>	Proposed
<b>Height Limits:</b>	150'-0"
<b>FAR:</b>	260.805 (1.9)
<b>Open Area:</b>	1,156,763 sf (8.5)
<b>Lot Coverage:</b>	58,438 sf (40%)
<b>Site Setbacks:</b>	Proposed
<b>Front Yard:</b>	10'
<b>Side &amp; Rear:</b>	10'
<b>Transitional:</b>	Not Met
<b>Parking Requirements:</b>	1670
<b>Parking (Table 21-6.1):</b>	7
<b>Loading Spaces:</b>	490
<b>Bike Storage (Long-term):</b>	104
<b>Bike Storage (Short-term):</b>	0
<b>Area Breakdown:</b>	Proposed
<b>Commercial Area:</b>	7,211 sf
<b>Dedicated Residential Area:</b>	1,159,550 sf
<b>Residential Unit Count:</b>	Proposed
<b>1 Bedroom:</b>	202
<b>2 Bedroom:</b>	635
<b>3 Bedroom:</b>	159
<b>Live / Work:</b>	9
<b>Total:</b>	1005

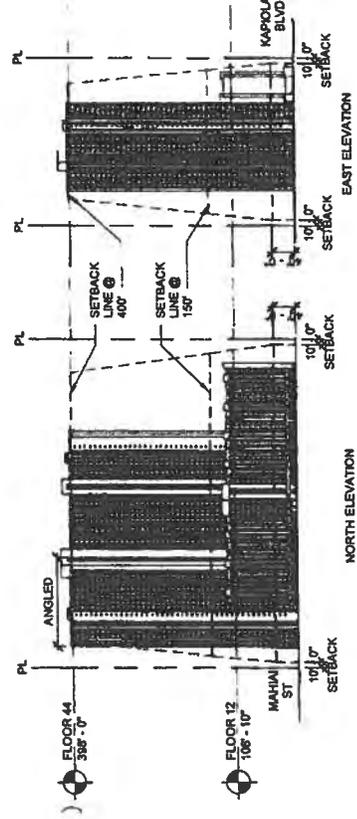
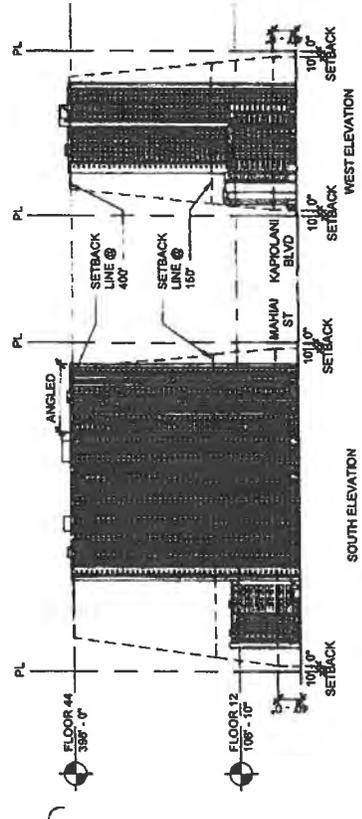


EXHIBIT D-1

**PROJECT INFORMATION**

KUILEI PLACE  
Scale: 1" = 160'-0"



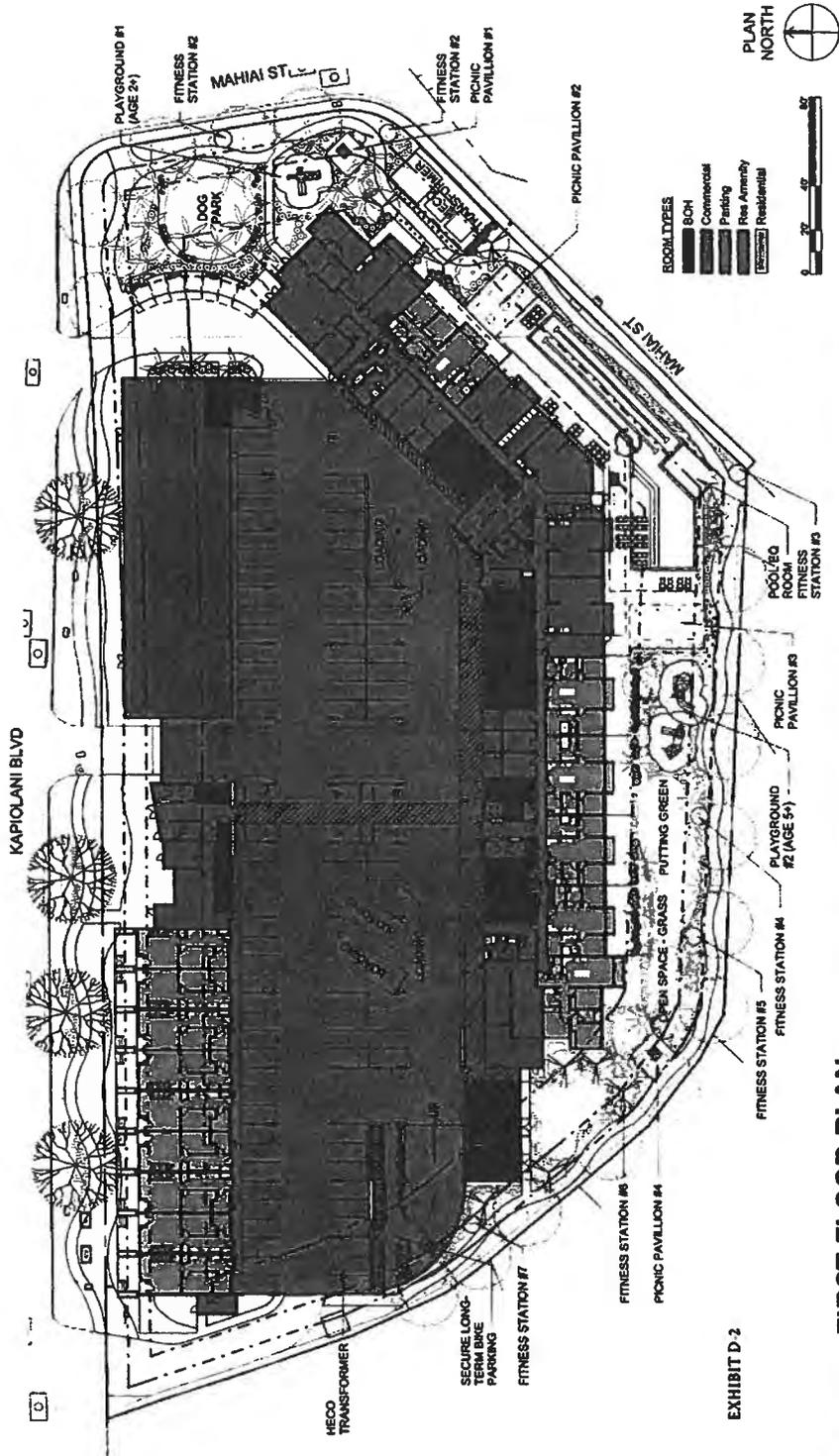


EXHIBIT D-2

### FIRST FLOOR PLAN

RULEI PLACE

2201 KAPIOLANI BLVD  
HONOLULU, HI 96827

Scale: 1" = 40'-0"

PROJECT NO: 2011-001

DESIGN PARTNERS  
INCORPORATED

EXHIBIT "M"  
(Page 15 of 21)

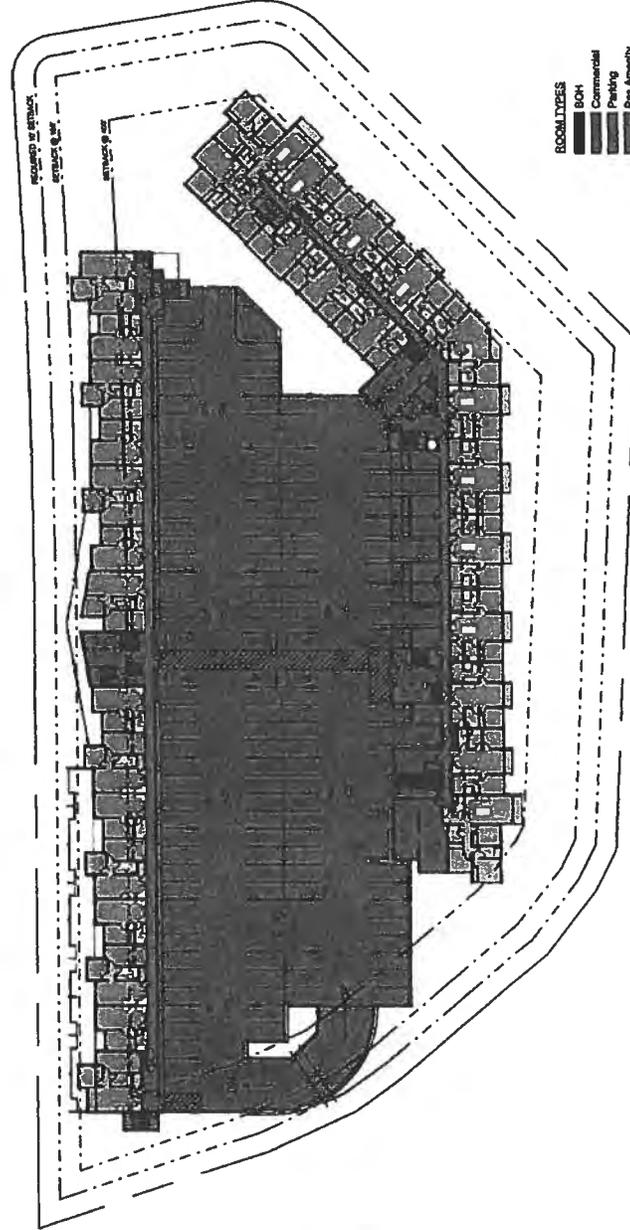
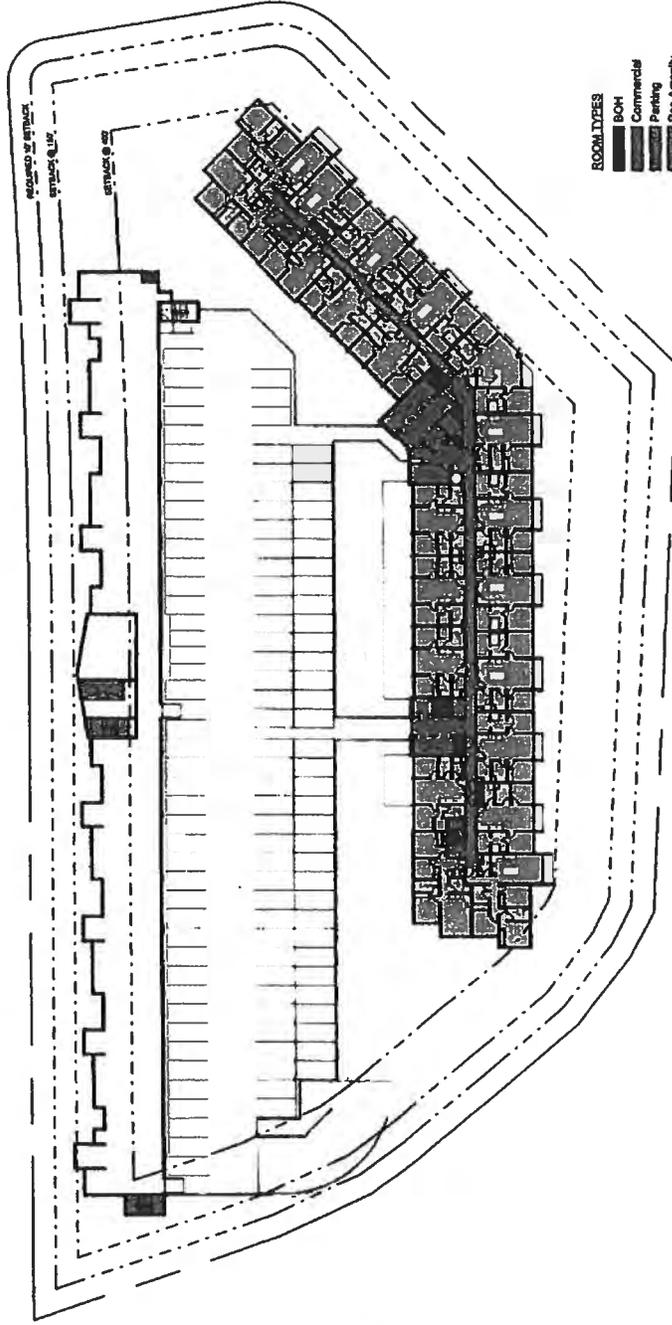


EXHIBIT "M"  
 (Page 16 of 21)



- ROOM TYPES**
- BOH
  - Commercial
  - Parking
  - Res Arm
  - Residential



EXHIBIT D-4

**13TH FLOOR PLAN**

KULEI PLACE  
Scale: 1" = 40'-0"

PROJECT NO. 2021-000000000  
REVISED: 01/2022

DESIGN PARTNERS INCORPORATED



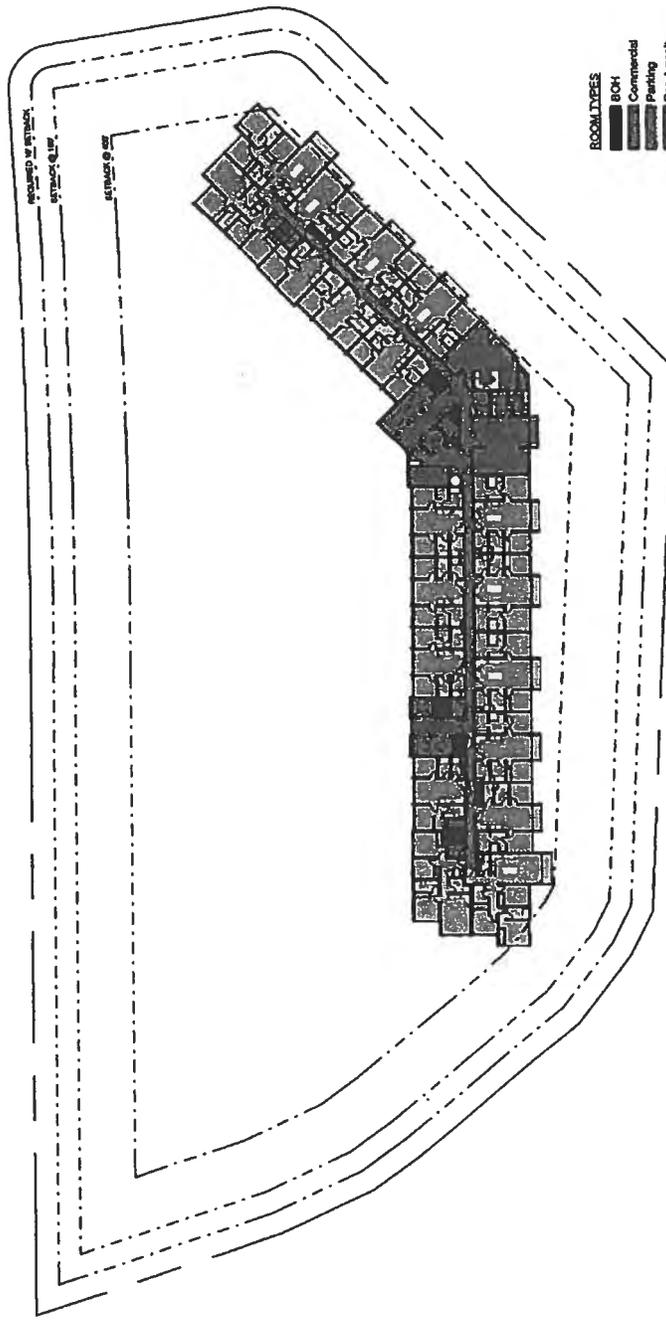


EXHIBIT D.5

**43RD FLOOR PLAN**

KUILEI PLACE [Address: 3561 HARRISON BLVD] [Project Number: 21036] [Date: 5/21/2015]  
 Scale: 1" = 10'-0"

DESIGN PARTNERS  
 ARCHITECTS LLP

EXHIBIT "M"  
 (Page 18 of 21)

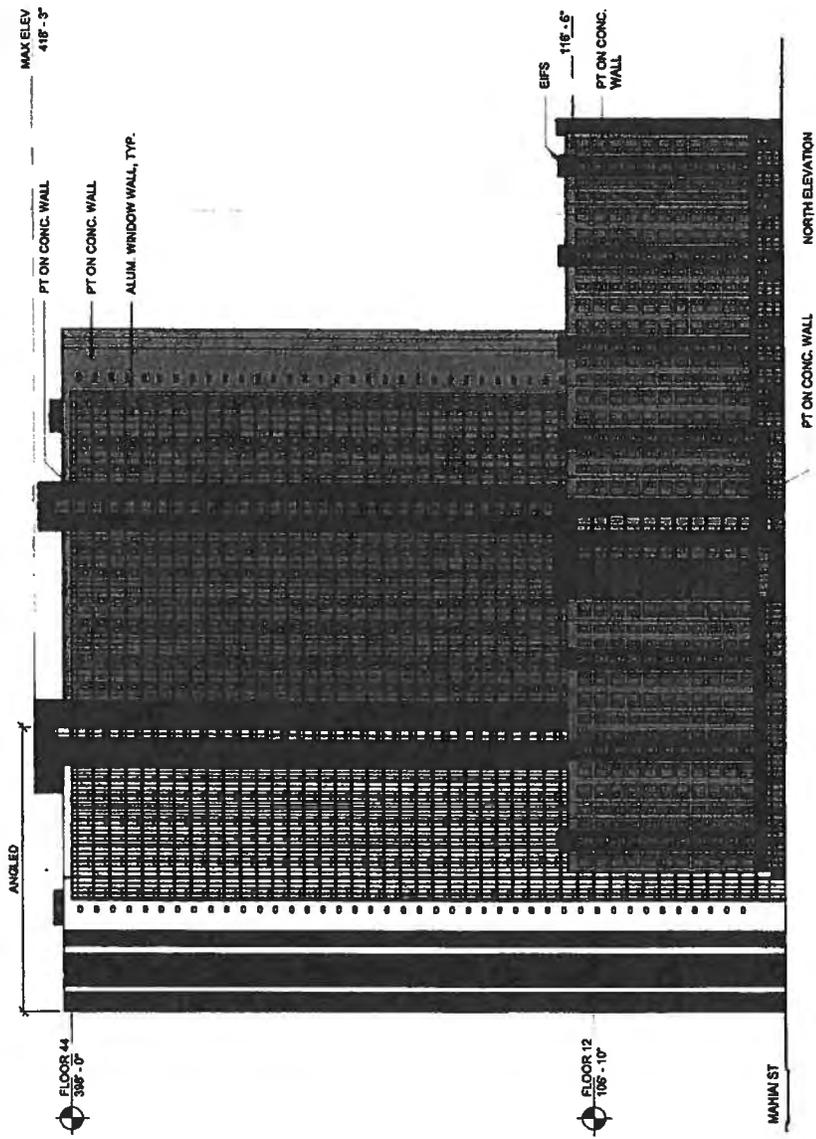
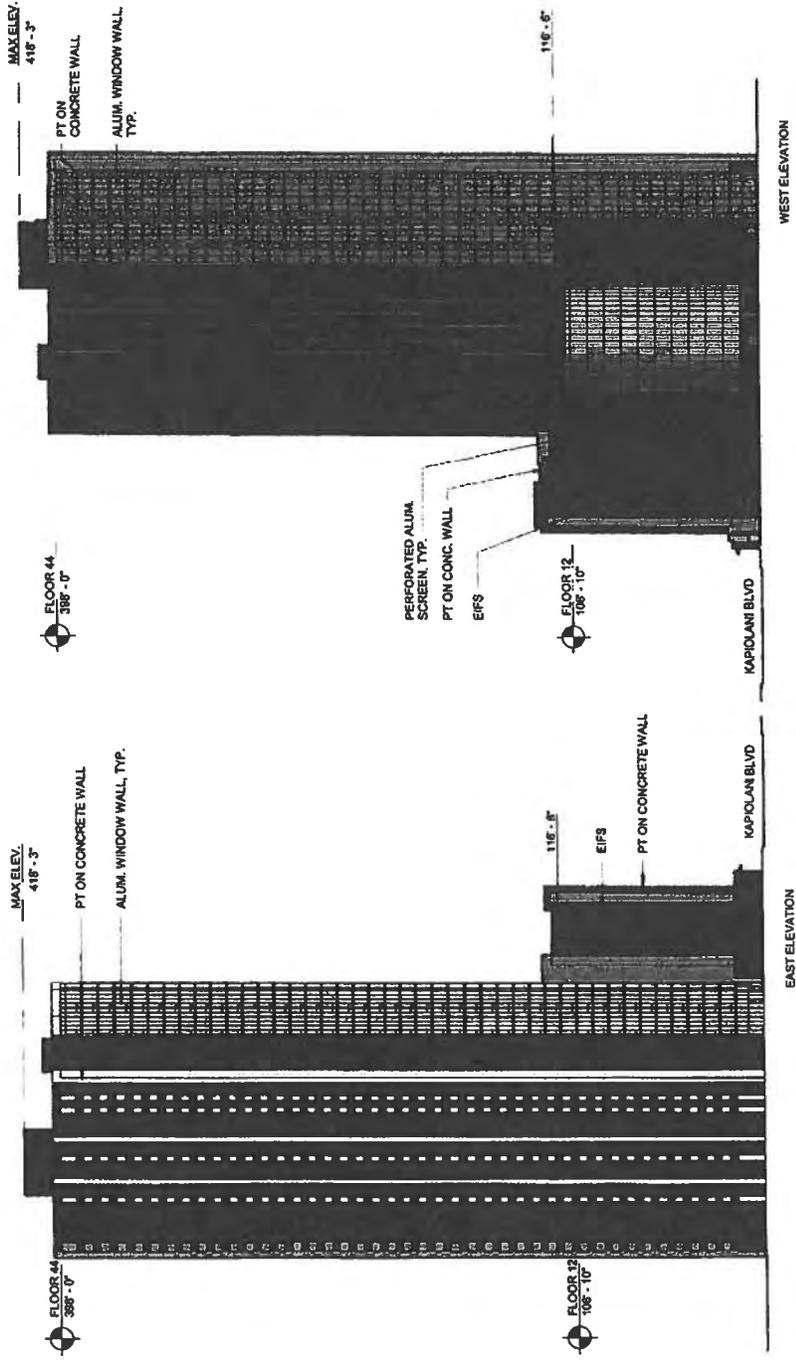


EXHIBIT D-6



**BUILDING ELEVATIONS**

KUILEI PLACE  
 Scale: 1" = 50'-0"  
 2501 KAUAI AVENUE  
 HONOLULU, HAWAII 96826  
 508-261-5000 | 508-261-5002  
 DESIGN PARTNERS  
 ARCHITECTS



**BUILDING ELEVATIONS**

KUILEI PLACE  
Scale: 1" = 50'-0"

EXHIBIT D-7

Project Number: 21045 | Date: 5/27/2022



EXHIBIT "M"  
(Page 20 of 21)

CITY COUNCIL  
CITY AND COUNTY OF HONOLULU  
HONOLULU, HAWAII  
CERTIFICATE

RESOLUTION 22-298, CD1, FD1

Introduced: 12/29/22 By: TOMMY WATERS - BY REQUEST Committee: ZONING (ZON)

Title: AUTHORIZING EXEMPTIONS FROM CERTAIN REQUIREMENTS RELATING TO THE KUILEI PLACE AFFORDABLE AND MARKET RATE CONDOMINIUM PROJECT IN MOILIILI.

Voting Legend: \* = Aye w/Reservations

12/29/22	INTRO	Introduced.
01/11/23	ZON	Reported out for adoption as amended in CD1 form.  CR-8 (23)  5 AYES: CORDERO, DOS SANTOS-TAM, KIA'ĀINA, SAY, WEYER
01/25/23	CCL	Amended to handcarried FD1.  OCS2023-0054/1/24/2023 10:10 AM  9 AYES: CORDERO, DOS SANTOS-TAM, KIA'ĀINA, OKIMOTO, SAY, TULBA, TUPOLA, WATERS, WEYER
01/25/23	CCL	Committee report and Resolution were adopted.  9 AYES: CORDERO, DOS SANTOS-TAM, KIA'ĀINA, OKIMOTO, SAY, TULBA, TUPOLA, WATERS, WEYER

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

  
GLEN I. TAKAHASHI, CITY CLERK

  
TOMMY WATERS, CHAIR AND PRESIDING OFFICER