

IMPORTANT - - Read This Developer Prepared Report Before Buying

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

AMENDMENT 1 TO THE DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME:	7000 HAWAII KAI DRIVE
PROJECT ADDRESS:	7000 and 7002 Hawaii Kai Drive, Honolulu, HI 96825
REGISTRATION NUMBER:	8246 (conversion)
EFFECTIVE DATE OF REPORT:	May 3, 2019
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report: Effective Date December 28, 2018 <input type="checkbox"/> Amended Report: Effective date _____ <input type="checkbox"/> Supersedes all prior amendments: Includes all prior amendment(s) and <u>must</u> be read together with <input type="checkbox"/> Developer's Public Report: Effective Date _____ <input type="checkbox"/> Amended Report: Effective date _____
DEVELOPER(S):	Hale Ka Lae, LLC, a Hawaii limited liability company

Preparation of this Amendment

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes ("HRS"), as amended from time to time. Section 514B-56, HRS, requires that after the Hawaii Real Estate Commission ("Commission") has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the Developer desires to update or change the information set forth in the Developer's Public Report, the Developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS, as 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.

For all sales information, please contact the Developer and real estate broker on page 9 of the Developer's Public Report.

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

The law defines "pertinent change", as determined by the commission, as a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) the size, construction materials, location, or permitted use of a unit or its appurtenant limited common element, (2) the size, use, location, or construction materials of the common elements of the project, or (3) the common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

This Amendment has not been prepared or issued by the Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the 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, material changes, or pertinent changes 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.

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 amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

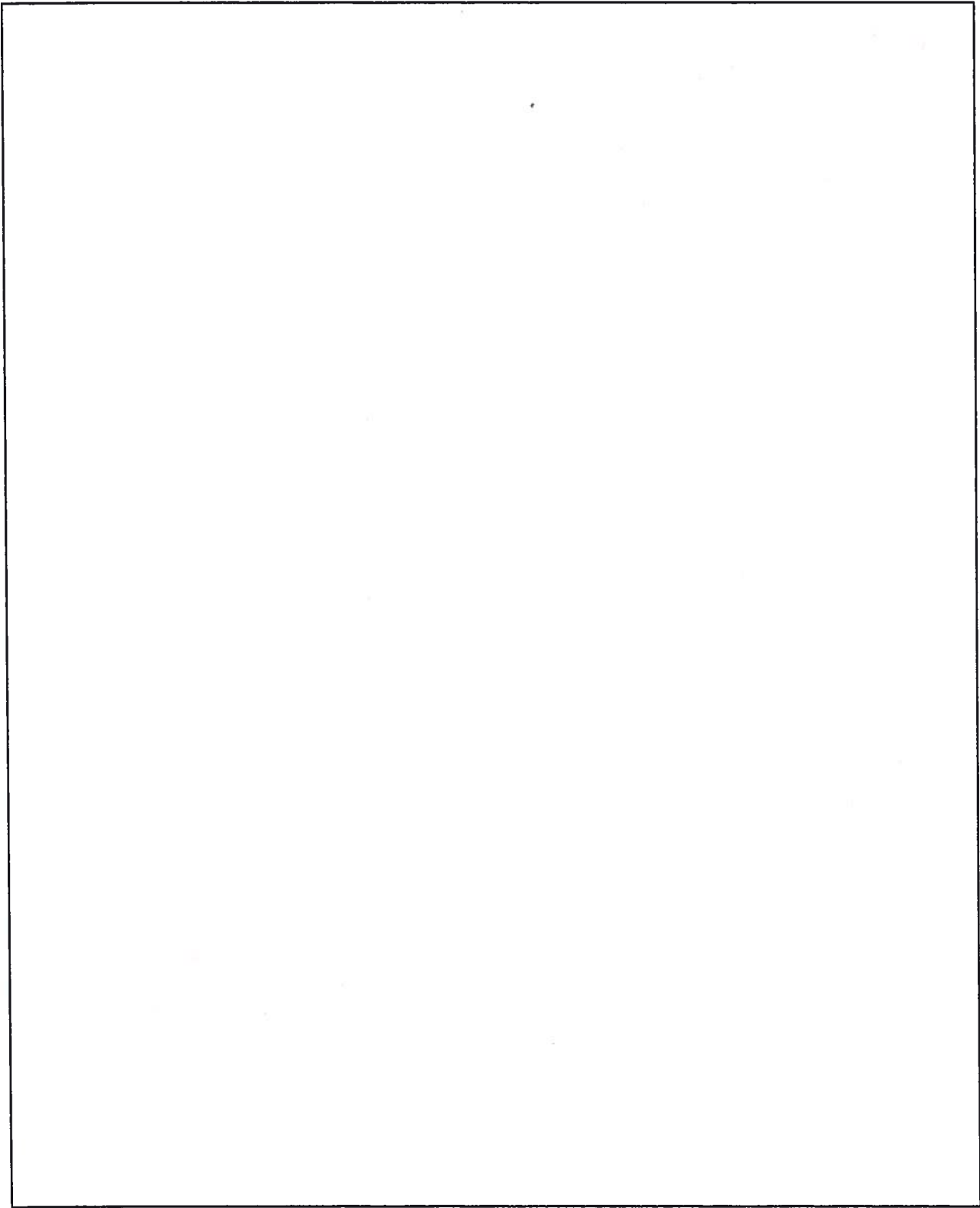
Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the Developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and/or exhibit alphabet or number; additional pages may be used):

1. The Developer recorded a First Amendment to Declaration of Condominium Property Regime of 7000 Hawaii Kai Drive and Condominium Map, dated March 15, 2019, as Document No. A-70310891 in the Bureau of Conveyances of the State of Hawaii ("Declaration Amendment"). The Declaration Amendment made the following changes as reflected in this Amendment to the Public Report:
 - a. Page (ii) was revised to reflect the addition of Exhibit "M" to the Public Report.
 - b. Page 10, Section 3.1 was revised to reflect the recording information for the Declaration Amendment.
 - c. Page 10, Section 3.3 was revised to reflect the recordation of the amendment to the Condominium Map.
 - d. Page 2 of Exhibit "A" was revised to reflect that the number of dens in Unit 2109 has changed from one to two, as depicted on the Condominium Map and indicated on Exhibit "B" to the Declaration Amendment.
 - e. Section D of Exhibit "A," and Sections A.5 and B.2 of Exhibit "D" were revised to reflect that handicap parking stalls on "Building 1, Parking Level 1" are Common Elements, as depicted on the Condominium Map.
 - f. Section B.6, B.7 and B.8 of Exhibit "D" have been updated to reflect that storage units depicted on the Condominium Map and identified in Exhibit "C" to the Declaration Amendment are Limited Common Elements.
 - g. Exhibit "M" was added to set forth the assignment of certain Limited Common Element storage units to Unit 2109, as depicted in Exhibit "C" to the Declaration Amendment.
2. Page 5, Section 1.12 was revised to note an updated title search dated April 3, 2019 from Title Guaranty of Hawaii, LLC has been obtained. Exhibit "E" has been updated to reflect the following:
 - a. Recordation of the Declaration Amendment.
 - b. Removal of the Mortgage, Assignment of Leases and Rents and Security Agreement, Assignment of Leases and Rents and Financing Statement in favor of KREF Lending IV LLC and the recordation of a Mortgage, Absolute Assignment of Rents and Lessor's Interest in Leases, and Financing Statements in favor of First Hawaiian Bank.

Changes continued:



The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project continues to conform 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 as amended, 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 as amended, 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 as amended and the exhibits attached to this report (if any) as amended 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 as amended at least 30 days prior to the anniversary date of the effective date of this report.

Hale Ka Lae, LLC

Printed Name of Developer



Duly Authorized Signatory*

May 2, 2019

Date

Christine Camp

Authorized Representative

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, _____ City and County of Honolulu

Planning Department, _____ City and County of Honolulu

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

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

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1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.	
Described in Exhibit <u> "D" </u>	
Described as follows:	
Common Element	Number
Elevators	5 ¹
Stairways	5 ²
Trash Chutes	0
¹ Note that two (2) elevators in Building 1 are Common Elements available for use by all Owners and Occupants. The three (3) elevators located in Buildings 2 and 3 are Limited Common Elements appurtenant to the Units in Buildings 2 and 3. ² Note that each stairway is a Limited Common Element appurtenant to all Units in the building in which the stairway is located.	

1.10 Limited Common Elements

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

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.	
<input checked="" type="checkbox"/>	Pets: dogs, cats or other typical household pets and service animals are permitted, subject to the limitations in Section K of the House Rules (Exhibit "F"). Persons with disabilities, as defined in Chapter 515 of the Hawaii Revised Statutes, as may be amended, and/or the ADA, including, without limitation, visually impaired persons, hearing impaired persons, and physically and mentally impaired persons, shall be allowed to use the services of a "service animal," as such term is defined under the ADA, and an "emotional support" animal.
<input type="checkbox"/>	Number of Occupants
<input type="checkbox"/>	Other
<input type="checkbox"/>	There are no special use restrictions.

1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).
Exhibit <u> "E" </u> describes the encumbrances against title contained in the title report described below.
Date of the title report: April 3, 2019
Company that issued the title report: Title Guaranty of Hawaii, LLC

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

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

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	September 26, 2018	A-69270918A-C

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	March 15, 2019	A-70310891

3.2 Bylaws of the Association of Unit Owners

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	September 26, 2018	A-69270919

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	
Bureau of Conveyances Map Number	5879
Dates of Recordation of Amendments to the Condominium Map: April 2, 2019	

EXHIBIT "A"

UNIT NUMBERS, UNIT TYPES, BUILDINGS, AFFORDABLE RENTAL UNIT, APPROXIMATE NET YARD AREAS, PARKING STALL(S), BED/DEN/BATH, APPROXIMATE NET LIVING AREAS, APPROXIMATE NET LANAI AREAS, TOTAL APPROXIMATE NET AREA, COMMON INTEREST

Unit Number	Unit Type	Building	Affordable Rental Unit	Approx. Net Yard Area (square feet)	Parking Stall(s)	Bed/Den/Bath	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
1700	C3-L	1	X			3/0/2	1,042	0	1,042	0.388538%
1701	C7-L	1	X			3/0/2	1,147	0	1,147	0.427690%
1704	A-3	1	X			1/1/2	769	0	769	0.286742%
1705	A-7	1	X			1/1/2	792	0	792	0.295319%
1706	A-8	1	X			1/1/2	748	0	748	0.278912%
1708	A-4	1	X			1/1/2	774	0	774	0.288607%
1709	C6-L	1	X			2/1/2	1,198	0	1,198	0.446707%
1710	A-5	1	X			1/1/2	726	0	726	0.270709%
1711	C6-L-R	1	X			2/1/2	1,197	0	1,197	0.446334%
1712	A-9	1	X			1/1/2	791	0	791	0.294946%
1714	A-6	1	X			1/1/2	786	0	786	0.293081%
1717	C6-L	1	X			2/1/2	1,198	0	1,198	0.446707%
1718	C4-L	1	X			3/0/2	1,125	0	1,125	0.419487%
1719	C5-L	1	X			3/0/2	1,243	0	1,243	0.463486%
1800	C3-L	1	X			3/0/2	1,042	0	1,042	0.388538%
1801	C7-L	1	X			3/0/2	1,147	0	1,147	0.427690%
1804	A-3	1	X			1/1/2	769	0	769	0.286742%
1805	A-7	1	X			1/1/2	792	0	792	0.295319%
1806	A-8	1	X			1/1/2	748	0	748	0.278912%
1808	A-4	1	X			1/1/2	774	0	774	0.288607%
1809	C6-L	1	X			2/1/2	1,198	0	1,198	0.446707%
1810	A-5	1	X			1/1/2	726	0	726	0.270709%
1811	C6-L-R	1	X			2/1/2	1,197	0	1,197	0.446334%
1812	A-9	1	X			1/1/2	791	0	791	0.294946%
1814	A-6	1	X			1/1/2	786	0	786	0.293081%
1817	C6-L	1	X			2/1/2	1,198	0	1,198	0.446707%
1818	C4-L	1	X			3/0/2	1,125	0	1,125	0.419487%
1819	C5-L	1	X			3/0/2	1,243	0	1,243	0.463486%
1900	C3-L	1	X			3/0/2	1,042	0	1,042	0.388538%
1901	C7-L	1	X			3/0/2	1,147	0	1,147	0.427690%
1904	A-3	1	X			1/1/2	769	0	769	0.286742%
1905	A-7	1	X			1/1/2	792	0	792	0.295319%
1906	A-8	1	X			1/1/2	748	0	748	0.278912%
1908	A-4	1	X			1/1/2	774	0	774	0.288607%
1909	C6-L	1	X			2/1/2	1,198	0	1,198	0.446707%
1910	A-5	1	X			1/1/2	726	0	726	0.270709%
1911	C6-L-R	1	X			2/1/2	1,197	0	1,197	0.446334%

Unit Number	Unit Type	Building	Affordable Rental Unit	Approx. Net Yard Area (square feet)	Parking Stall(s)	Bed/Den/Bath	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
1912	A-9	1	X			1/1/2	791	0	791	0.294946%
1914	A-6	1	X			1/1/2	786	0	786	0.293081%
1917	C6-L	1	X			2/1/2	1,198	0	1,198	0.446707%
1918	C4-L	1	X			3/0/2	1,125	0	1,125	0.419487%
1919	C5-L	1	X			3/0/2	1,243	0	1,243	0.463486%
PH 100	C3-L	1	X			3/0/2	1,042	0	1,042	0.388538%
PH 101	C7-L	1	X			3/0/2	1,147	0	1,147	0.427690%
PH 104	A-3	1	X			1/1/2	769	0	769	0.286742%
PH 105	A-7	1	X			1/1/2	792	0	792	0.295319%
PH 106	A-8	1	X			1/1/2	748	0	748	0.278912%
PH 108	A-4	1	X			1/1/2	774	0	774	0.288607%
PH 109	C6-L	1	X			2/1/2	1,198	0	1,198	0.446707%
PH 110	A-5	1	X			1/1/2	726	0	726	0.270709%
PH 111	C6-L-R	1	X			2/1/2	1,197	0	1,197	0.446334%
PH 112	A-9	1				1/1/2	791	0	791	0.294946%
PH 114	A-6	1	X			1/1/2	786	0	786	0.293081%
PH 117	C6-L	1	X			2/1/2	1,198	0	1,198	0.446707%
PH 118	C4-L	1	X			3/0/2	1,125	0	1,125	0.419487%
PH 119	C5-L	1	X			3/0/2	1,243	0	1,243	0.463486%
2106	1-A2	2		439		1/1/2	793	62	855	0.318810%
2108	1-A	2		408		1/1/2	725	62	787	0.293454%
2109	1-J	2		496		4/2/4	2,292	124	2,416	0.900860%
2110	1-C-L	2		631		2/1/2	1,145	63	1,208	0.450435%
2111	1-C-L-R	2		248		2/1/2	1,145	63	1,208	0.450435%
2116	1-C2-L-R	2		936		3/0/2	1,097	62	1,159	0.432164%
2117	1-C1-L	2		248		3/0/2	1,089	63	1,152	0.429554%
2200	H	2				2/0/2	732	0	732	0.272946%
2201	A-R	2				1/1/2	730	0	730	0.272200%
2202	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2203	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2208	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2209	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2210	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2211	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2216	C1-L-R	2				3/0/2	1,113	0	1,113	0.415012%
2217	C1-L	2				3/0/2	1,089	0	1,089	0.406063%
2300	H	2				2/0/2	732	0	732	0.272946%
2301	A-R	2				1/1/2	730	0	730	0.272200%
2302	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2303	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2308	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2309	C-L	2				2/1/2	1,145	0	1,145	0.426944%

EXHIBIT "A"
(Page 2 of 7)

Unit Number	Unit Type	Building	Affordable Rental Unit	Approx. Net Yard Area (square feet)	Parking Stall(s)	Bed/Den/Bath	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
2310	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2311	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2316	C1-L-R	2				3/0/2	1,113	0	1,113	0.415012%
2317	C1-L	2				3/0/2	1,089	0	1,089	0.406063%
2400	H	2				2/0/2	732	0	732	0.272946%
2401	A-R	2				1/1/2	730	0	730	0.272200%
2402	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2403	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2408	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2409	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2410	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2411	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2416	C1-L-R	2				3/0/2	1,113	0	1,113	0.415012%
2417	C1-L	2				3/0/2	1,089	0	1,089	0.406063%
2500	H	2				2/0/2	732	0	732	0.272946%
2501	A-R	2				1/1/2	730	0	730	0.272200%
2502	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2503	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2508	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2509	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2510	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2511	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2516	C1-L-R	2				3/0/2	1,113	0	1,113	0.415012%
2517	C1-L	2				3/0/2	1,089	0	1,089	0.406063%
2600	H	2				2/0/2	732	0	732	0.272946%
2601	A-R	2				1/1/2	730	0	730	0.272200%
2602	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2603	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2608	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2609	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2610	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2611	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2616	C1-L-R	2				3/0/2	1,113	0	1,113	0.415012%
2617	C1-L	2				3/0/2	1,089	0	1,089	0.406063%
2700	H	2				2/0/2	732	0	732	0.272946%
2701	A-R	2				1/1/2	730	0	730	0.272200%
2702	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2703	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2708	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2709	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2710	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2711	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2716	C1-L-R	2				3/0/2	1,113	0	1,113	0.415012%
2717	C1-L	2				3/0/2	1,089	0	1,089	0.406063%

Unit Number	Unit Type	Building	Affordable Rental Unit	Approx. Net Yard Area (square feet)	Parking Stall(s)	Bed/Den/Bath	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
2800	H	2				2/0/2	732	0	732	0.272946%
2801	A-R	2				1/1/2	730	0	730	0.272200%
2802	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2803	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2808	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2809	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2810	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2811	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2816	C1-L-R	2				3/0/2	1,113	0	1,113	0.415012%
2817	C1-L	2				3/0/2	1,089	0	1,089	0.406063%
2900	H	2				2/0/2	732	0	732	0.272946%
2901	A-R	2				1/1/2	730	0	730	0.272200%
2902	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2903	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2908	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2909	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2910	C-L	2				2/1/2	1,145	0	1,145	0.426944%
2911	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
2916	C1-L-R	2				3/0/2	1,113	0	1,113	0.415012%
2917	C1-L	2				3/0/2	1,089	0	1,089	0.406063%
PH 200	H	2				2/0/2	732	0	732	0.272946%
PH 201	A-R	2				1/1/2	730	0	730	0.272200%
PH 202	C-L	2				2/1/2	1,145	0	1,145	0.426944%
PH 203	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
PH 208	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
PH 209	C-L	2				2/1/2	1,145	0	1,145	0.426944%
PH 210	C-L	2				2/1/2	1,145	0	1,145	0.426944%
PH 211	C-L-R	2				2/1/2	1,145	0	1,145	0.426944%
PH 216	C1-L-R	2				3/0/2	1,113	0	1,113	0.415012%
PH 217	C1-L	2				3/0/2	1,089	0	1,089	0.406063%
3102	1-A-10	3		265		1/1/2	719	62	781	0.291217%
3104	1-A	3		318		1/1/2	725	62	787	0.293454%
3106	1-A-R	3		318		1/1/2	730	62	792	0.295319%
3108	1-C-L-R	3		461		2/1/2	1,145	63	1,208	0.450435%
3111	D	3				3/0/2	1,023	0	1,023	0.381453%
3114	1-C-L	3		491		2/1/2	1,145	63	1,208	0.450435%
3115	D-R	3				3/0/2	1,024	0	1,024	0.381826%
3117	E	3				3/0/2	1,098	0	1,098	0.409419%
3118	1-C2-L	3		412		3/0/2	1,109	62	1,171	0.436639%
3201	B	3				4/0/2	1,154	0	1,154	0.430300%
3202	A-10	3				1/1/2	719	0	719	0.268099%
3203	F	3				2/0/2	691	0	691	0.257658%
3204	A	3				1/1/2	725	0	725	0.270336%
3206	A-R	3				1/1/2	730	0	730	0.272200%

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Unit Number	Unit Type	Building	Affordable Rental Unit	Approx. Net Yard Area (square feet)	Parking Stall(s)	Bed/Den/Bath	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
3208	C-L-R	3				2/1/2	1,145	0	1,145	0.426944%
3211	D	3				3/0/2	1,023	0	1,023	0.381453%
3214	C-L	3				2/1/2	1,145	0	1,145	0.426944%
3215	D-R	3				3/0/2	1,024	0	1,024	0.381826%
3217	E	3				3/0/2	1,098	0	1,098	0.409419%
3218	C8-L	3				3/0/2	1,112	0	1,112	0.414639%
3301	B	3				4/0/2	1,154	0	1,154	0.430300%
3302	A-10	3				1/1/2	719	0	719	0.268099%
3303	F	3				2/0/2	691	0	691	0.257658%
3304	A	3				1/1/2	725	0	725	0.270336%
3305	G	3				2/0/2	783	0	783	0.291963%
3306	A-R	3				1/1/2	730	0	730	0.272200%
3308	C-L-R	3				2/1/2	1,145	0	1,145	0.426944%
3311	D	3				3/0/2	1,023	0	1,023	0.381453%
3314	C-L	3				2/1/2	1,145	0	1,145	0.426944%
3315	D-R	3				3/0/2	1,024	0	1,024	0.381826%
3317	E	3				3/0/2	1,098	0	1,098	0.409419%
3318	C8-L	3				3/0/2	1,112	0	1,112	0.414639%
3401	B	3				4/0/2	1,154	0	1,154	0.430300%
3402	A-10	3				1/1/2	719	0	719	0.268099%
3403	F	3				2/0/2	691	0	691	0.257658%
3404	A	3				1/1/2	725	0	725	0.270336%
3405	G	3				2/0/2	783	0	783	0.291963%
3406	A-R	3				1/1/2	730	0	730	0.272200%
3408	C-L-R	3				2/1/2	1,145	0	1,145	0.426944%
3411	D	3				3/0/2	1,023	0	1,023	0.381453%
3414	C-L	3				2/1/2	1,145	0	1,145	0.426944%
3415	D-R	3				3/0/2	1,024	0	1,024	0.381826%
3417	E	3				3/0/2	1,098	0	1,098	0.409419%
3418	C8-L	3				3/0/2	1,112	0	1,112	0.414639%
3501	B	3				4/0/2	1,154	0	1,154	0.430300%
3502	A-10	3				1/1/2	719	0	719	0.268099%
3503	F	3				2/0/2	691	0	691	0.257658%
3504	A	3				1/1/2	725	0	725	0.270336%
3505	G	3				2/0/2	783	0	783	0.291963%
3506	A-R	3				1/1/2	730	0	730	0.272200%
3508	C-L-R	3				2/1/2	1,145	0	1,145	0.426944%
3511	D	3				3/0/2	1,023	0	1,023	0.381453%
3514	C-L	3				2/1/2	1,145	0	1,145	0.426944%
3515	D-R	3				3/0/2	1,024	0	1,024	0.381826%
3517	E	3				3/0/2	1,098	0	1,098	0.409419%
3518	C8-L	3				3/0/2	1,112	0	1,112	0.414639%
3601	B	3				4/0/2	1,154	0	1,154	0.430300%
3602	A-10	3				1/1/2	719	0	719	0.268099%

Unit Number	Unit Type	Building	Affordable Rental Unit	Approx. Net Yard Area (square feet)	Parking Stall(s)	Bed/Den/Bath	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
3603	F	3				2/0/2	691	0	691	0.257658%
3604	A	3				1/1/2	725	0	725	0.270336%
3605	G	3				2/0/2	783	0	783	0.291963%
3606	A-R	3				1/1/2	730	0	730	0.272200%
3608	C-L-R	3				2/1/2	1,145	0	1,145	0.426944%
3611	D	3				3/0/2	1,023	0	1,023	0.381453%
3614	C-L	3				2/1/2	1,145	0	1,145	0.426944%
3615	D-R	3				3/0/2	1,024	0	1,024	0.381826%
3617	E	3				3/0/2	1,098	0	1,098	0.409419%
3618	C8-L	3				3/0/2	1,112	0	1,112	0.414639%
3701	B	3				4/0/2	1,154	0	1,154	0.430300%
3702	A-10	3				1/1/2	719	0	719	0.268099%
3703	F	3				2/0/2	691	0	691	0.257658%
3704	A	3				1/1/2	725	0	725	0.270336%
3705	G	3				2/0/2	783	0	783	0.291963%
3706	A-R	3				1/1/2	730	0	730	0.272200%
3708	C-L-R	3				2/1/2	1,145	0	1,145	0.426944%
3711	D	3				3/0/2	1,023	0	1,023	0.381453%
3714	C-L	3				2/1/2	1,145	0	1,145	0.426944%
3715	D-R	3				3/0/2	1,024	0	1,024	0.381826%
3717	E	3				3/0/2	1,098	0	1,098	0.409419%
3718	C8-L	3				3/0/2	1,112	0	1,112	0.414639%
3801	B	3				4/0/2	1,154	0	1,154	0.430300%
3802	A-10	3				1/1/2	719	0	719	0.268099%
3803	F	3				2/0/2	691	0	691	0.257658%
3804	A	3				1/1/2	725	0	725	0.270336%
3805	G	3				2/0/2	783	0	783	0.291963%
3806	A-R	3				1/1/2	730	0	730	0.272200%
3808	C-L-R	3				2/1/2	1,145	0	1,145	0.426944%
3811	D	3				3/0/2	1,023	0	1,023	0.381453%
3814	C-L	3				2/1/2	1,145	0	1,145	0.426944%
3815	D-R	3				3/0/2	1,024	0	1,024	0.381826%
3817	E	3				3/0/2	1,098	0	1,098	0.409419%
3818	C8-L	3				3/0/2	1,112	0	1,112	0.414639%
3901	B	3				4/0/2	1,154	0	1,154	0.430300%
3902	A-10	3				1/1/2	719	0	719	0.268099%
3903	F	3				2/0/2	691	0	691	0.257658%
3904	A	3				1/1/2	725	0	725	0.270336%
3905	G	3				2/0/2	783	0	783	0.291963%
3906	A-R	3				1/1/2	730	0	730	0.272200%
3908	C-L-R	3				2/1/2	1,145	0	1,145	0.426944%
3911	D	3				3/0/2	1,023	0	1,023	0.381453%
3914	C-L	3				2/1/2	1,145	0	1,145	0.426944%
3915	D-R	3				3/0/2	1,024	0	1,024	0.381826%

Unit Number	Unit Type	Building	Affordable Rental Unit	Approx. Net Yard Area (square feet)	Parking Stall(s)	Bed/Den/Bath	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
3917	E	3				3/0/2	1,098	0	1,098	0.409419%
3918	C8-L	3				3/0/2	1,112	0	1,112	0.414639%
PH 301	B	3				4/0/2	1,154	0	1,154	0.430300%
PH 302	A-10	3				1/1/2	719	0	719	0.268099%
PH 303	F	3				2/0/2	691	0	691	0.257658%
PH 304	A	3				1/1/2	725	0	725	0.270336%
PH 305	G	3				2/0/2	783	0	783	0.291963%
PH 306	A-R	3				1/1/2	730	0	730	0.272200%
PH 308	C-L-R	3				2/1/2	1,145	0	1,145	0.426944%
PH 311	D	3				3/0/2	1,023	0	1,023	0.381453%
PH 314	C-L	3				2/1/2	1,145	0	1,145	0.426944%
PH 315	D-R	3				3/0/2	1,024	0	1,024	0.381826%
PH 317	E	3				3/0/2	1,098	0	1,098	0.409419%
PH 318	C8-L	3				3/0/2	1,112	0	1,112	0.414639%
TOTAL							267,312	873	268,185	100.000000%

NOTE: DUE TO STRUCTURAL VARIATIONS, NOT ALL UNITS OF THE SAME UNIT TYPE ARE IDENTICAL, AND ACCORDINGLY, THE APPROXIMATE NET LIVING AREA AND APPROXIMATE NET LANAI AREA MAY VARY AMONG UNITS OF THE SAME UNIT TYPE.

A. **LAYOUT AND FLOOR PLANS OF UNITS.** The layouts and floor plans of each Unit are depicted in the Condominium Map. None of the Units contain a basement.

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

C. **COMMON INTEREST.** The Common Interest for each of the two hundred sixty-nine (269) Units in the Project is calculated based on dividing the total approximate net area of the Unit by the total approximate net area of all the Units in the Project. The total approximate net area is comprised of the net living area plus the net lanai area. In order to permit the Common Interest to equal one hundred percent (100%), the Common Interest attributable to Unit 2109 was decreased by 0.000011%.

D. **PARKING STALLS.** The Condominium Map depicts the location, type and number of parking stalls in the Project. All numbered parking stalls are Limited Common Elements appurtenant to Unit 2109, except for guest parking stalls numbered P1 – P27 located on the ground floor of the Project, outside of the buildings, and handicap parking stalls V1 – V3 located on "Building 1, Parking Level 1", which are Common Elements. Developer has the reserved right to redesignate and reassign such parking stalls currently designated as Limited Common Elements appurtenant to Unit 2109 to other Units in the Project as Limited Common Elements appurtenant to such Units. Each Unit will have at least one parking stall assigned to it as a Limited Common Element."

END OF EXHIBIT "A"

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EXHIBIT "D"

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 remaining 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 appurtenances thereto as described in **Exhibit "A"**;
2. Regarding the building in which the Unit is located: (i) the perimeter or party walls surrounding a Unit from the undecorated or unfinished interior surfaces thereof, and any Improvements and/or air space located beyond such undecorated or unfinished interior surfaces of such perimeter or party walls, (ii) the undecorated or unfinished interior surfaces of the floors and ceilings surrounding a Unit and the entire roof of the building in which the Unit is located, and any Improvements and/or air space (if any) located beyond such floors and ceilings, (iii) the decorated or finished exterior surfaces of perimeter doors, door frames, windows, and window frames surrounding a Unit, (iv) any load-bearing walls and columns (if any) located in the building and the undecorated or unfinished surfaces thereof, (v) any pipes, shafts, vents, ducts, pumps, conduits, cables, wiring and other utility or service lines running through each Unit or other utility meters, which are utilized for or serve more than one Unit, and (vi) perimeter or party walls, partitions, privacy screens, floors, ceilings from the undecorated or unfinished interior surfaces thereof, and any Improvement and/or air space (if any) located beyond such undecorated or unfinished surfaces, and any railings or fences on the exterior portions of the Project;
3. Any and all other apparatus and installations existing for common use, such as tanks, motors, fans, compressors, and other such installations and apparatus, including, but not limited to the fire pumps, emergency generator and security systems that are shared by all buildings of the Project;
4. The landscaping, including, but not limited to, planters (if any), throughout the Project and refuse facilities (if any) and all landscaped open spaces, the entry roadway and entry courtyard;
5. All roadways, roadside parking areas and stalls, shared driveways, guest parking stalls, handicap parking stalls located on "Building 1, Parking Level 1," parking ramps, access lanes, garage elevators, the group mailbox structure/s, lobbies, storage, electrical, transformer, water pump, emergency generator, fire command center rooms, elevators and stairwells, sidewalks, and walkways of the Project;
6. All lamps, lamp posts, and sitting areas (if any) within the Project;
7. Unimproved areas, maintenance and storage areas, and other similar areas that are not part of a Unit;
8. Any and all open spaces (if any) and other community or recreational facilities operated to serve the residents of the Project, including, without limitation, the Recreational Amenities;
9. Any and all retaining or high screen walls installed by Developer within the Project and/or separating the surrounding properties and the Project and/or the buildings within the Project;
10. All ducts, pipes, valves, sewer lines, drain lines, electrical equipment, cables, chutes, pipes, shafts, wire conduits, wires, or other utility service lines that are utilized to serve some or any of the Common Elements described herein and other central and appurtenant transmission facilities over, under, and across the Project which serve any Common Element for services such as power, light, water, gas, sewer, refuse, telephone, and radio and cable television signal distribution;

11. Any photovoltaic and solar water heating panels and associated pipes, brackets, mountings, and other appurtenances located on the roofs of certain buildings in the Project for the benefit of the Common Elements, including, without limitation, the Recreational Amenities;

12. All of the Limited Common Elements described below; and

13. All other areas of the Project that are not described as a Unit or a part thereof and that are necessary or convenient to its existence, maintenance, and safety, or normally in common use.

B. LIMITED COMMON ELEMENTS. The Limited Common Elements are hereby designated, set aside, and reserved for the exclusive use of certain Units, and such Units shall have appurtenant thereto, exclusive easements for the use of such Limited Common Elements, unless otherwise set forth herein. The Limited Common Elements include, but are not limited to, those elements listed below. The responsibility to maintain, clean, upkeep, repair, replace, alter, improve, and/or add to (collectively, "**Maintain**") such Limited Common Elements shall be vested in the Association, as set forth below. The costs and expenses of every description pertaining to such Limited Common Elements, including, but not limited to, the costs to Maintain such Limited Common Elements (collectively, "**Cost**"), shall be the responsibility of the Owner(s) of Unit(s) to which such Limited Common Element is appurtenant. If there is more than one Unit to which the Limited Common Element is appurtenant, then the Cost to maintain such Limited Common Element shall be charged to each such Unit Owner in the same proportion that the Common Interest appurtenant to each respective Unit bears to the aggregate Common Interest appurtenant to all the Units to which the Limited Common Element is appurtenant.

1. **Lanai.** Each Unit shall have as a Limited Common Element appurtenant thereto the lanai (if any) immediately adjacent to the Unit.

2. **Parking Stall.** All numbered parking stalls, as depicted on the Condominium Map and as assigned in Exhibit "B" attached hereto, are Limited Common Elements appurtenant to Unit 2109, except for guest parking stalls numbered P1 – P27 located on the ground floor of the Project, outside of the buildings, and handicap parking stalls V1 – V3 located on "Building 1, Parking Level 1", which are Common Elements. Developer has the reserved right to redesignate and reassign, in its sole discretion, such parking stalls currently designated as Limited Common Elements appurtenant to Unit 2109 to other Units in the Project as Limited Common Elements appurtenant to such Units.

3. **Mailbox.** Each Unit in Buildings 2 and 3 shall have as a Limited Common Element appurtenant thereto the interior of that certain mailbox designated with the same number as the Unit, located within the group mailbox structure located on the first floor of Building 2. Each Unit in Buildings 2 and 1 shall have as a Limited Common Element appurtenant thereto the interior of that certain mailbox designated with the same number as the Unit, located within the group mailbox structure located on the first floor of Building 1. The location of the group mailbox structure is subject to change in the sole discretion of Developer.

4. **Recreational Amenities.** The Recreational Amenities and the area designated as "Recreational Area" in the Condominium Map shall be a Limited Common Element appurtenant to the Units in Buildings 2 and 3; provided that the dog park is a Common Element, but not Limited Common Elements appurtenant to Units in Buildings 2 and 3.

5. **Yard Areas – Buildings 2 and 3 First Floor Units.** The yard area immediately adjacent to the first floor Units in Buildings 2 and 3, if any, are designated as Limited Common Elements appurtenant to those respective Units to which such yard areas are adjacent, as depicted and noted in the Condominium Map. The yard areas include the area bounded by the exterior surface of the exterior walls and lanai of the appurtenant Unit and the interior surface of the fence surrounding the appurtenant yard area.

6. **Building 1 Limited Common Elements.** All areas depicted in the Condominium Map as Building 1 Limited Common Element," including the roof of Building 1, as depicted and noted in the Condominium Map, shall be Limited Common Elements appurtenant to the Units in Building 1; subject however, to the specific assignment of parking stalls and storage units as Limited Common Elements appurtenant to the units, as set forth in Exhibits "B" and "C" to the Declaration. There is no representation or assurance that any of the rooms or spaces will be configured or utilized as the same may be labeled or depicted in the Condominium Map.

7. **Buildings 2 and 3 Limited Common Elements.** All areas depicted in the Condominium Map as Building 2 & 3 Limited Common Element," including the roof of Buildings 2 and 3, as depicted and noted in the Condominium Map, shall be Limited Common Elements appurtenant to the Units in Buildings 2 and 3; subject however, to the specific assignment of parking stalls and storage units as Limited Common Elements appurtenant to the units, as set forth in Exhibits "B" and "C" to the Declaration. There is no representation or assurance that any of the rooms or spaces will be configured or utilized as the same may be labeled or depicted in the Condominium Map.

8. **Storage Unit Limited Common Elements.** All areas depicted on the Condominium Map as Storage Unit Limited Common Element," and identified in Exhibit "C" to the Declaration, shall be Limited Common Elements appurtenant to Unit 2109, except where said storage units are assigned to other Units in the Project as a Limited Common Element.

* * * * *

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.

END OF EXHIBIT "D"

EXHIBIT "E"

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes, if any, that may be due and owing.
2. Mineral and water rights of any nature in favor of the State of Hawaii.
3. GRANT
TO : CITY AND COUNTY OF HONOLULU

DATED : May 28, 1974
RECORDED : in the Bureau of Conveyances of the State of Hawaii ("Bureau") in Liber 10448 at Page 200
GRANTING : an easement for flowage purposes as shown on the map attached thereto, and as shown on Survey prepared by Miles S. Horie, with Engineers Surveyors Hawaii, Inc., dated October 14, 2014, last revised August 11, 2017, "Survey"
4. Flowage Easement (to be cancelled upon construction of adequate drainage facilities) in favor of the City and County of Honolulu, as stated in instrument dated May 1, 1994, recorded in the Bureau as Document No. 97-070019.
5. The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

DATED : July 3, 1986
RECORDED : in the Bureau in Liber 19645 at Page 696
PARTIES : HAWAII KAI DEVELOPMENT COMPANY and the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF BERNICE PAUAHI BISHOP

Said Agreement was amended by instruments dated June 23, 2000, recorded as Document No. 2000-112963, and dated November 28, 2000, recorded in the Bureau as Document No. 2000-167451.

AFFORDABLE HOUSING PLAN AGREEMENT dated October 11, 2010, recorded in the Bureau as Document No. 2010-161459, by and between CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii ("City"), and HALE ALI'I DEVELOPMENT, LLC, a Hawaii limited liability company ("HAD" or "Developer").

6. The terms and provisions contained in the following:

INSTRUMENT : LIMITED WARRANTY DEED

DATED : December 19, 2000
RECORDED : in the Bureau as Document No. 2000-177612

Said Deed was supplemented by instruments dated December 19, 2000, recorded as Document No. 2000-177616, dated August 14, 2001, recorded in the Bureau as Document No. 2001-126995, dated March 31, 2006, recorded in the Bureau as Document No. 2006-068241, and dated as of November __, 2014 (acknowledged November 13, 2014), recorded in the Bureau as Document No. A-54370308.

7. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF CONDITIONAL USE PERMIT UNDER SECTION 21-5.380 OF THE LAND USE ORDINANCE (LUO)

DATED : December 19, 2000

RECORDED : in the Bureau as Document No. 2000-177617

PARTIES : HAWAII KAI ELDERCARE, LLC, a Hawaii limited liability company

Said above document was amended by instrument dated March 28, 2012, recorded in the Bureau as Document No. A-44701164.

8. The terms and provisions contained in the following:

INSTRUMENT : AMENDED AND RESTATED COST SHARING AGREEMENT

DATED : December 19, 2000

RECORDED : in the Bureau as Document No. 2000-177622

PARTIES : HAWAII KAI ELDERCARE, LLC, and KEAKU, LLC

ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED COST SHARING AGREEMENT dated March 5, 2002, recorded in the Bureau as Document No. 2002-039414, by and between KEAKU, LLC, a Hawaii limited liability company, "Assignor", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba SCHULER HOMES, "Assignee." Consent given by HAWAII KAI ELDERCARE, LLC, a Hawaii limited liability company, by instrument dated March 5, 2002, recorded as Document No. 2002-039415.

ASSIGNMENT AND ASSUMPTION OF COST SHARING AGREEMENTS dated September 27, 2002, recorded as Document No. 2002-171819, by and between LESTER HIGA (also known as LESTER M. HIGA), as Commissioner, "Assignor", and D.R. HORTON - SCHULER HOMES, LLC, a Hawaii limited liability company, dba SCHULER HOMES, "Assignee."

9. The terms and provisions contained in the following:

INSTRUMENT : COST SHARING AGREEMENT (LOTS 1-B TO 1-E)

DATED : September 12, 2000

RECORDED : Document No. 2000-177627

PARTIES : HAWAII KAI ELDERCARE, LLC, HAWAII INTERGENERATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, and INVESTMENT PARTNERS, INC.

FIRST AMENDMENT TO COST SHARING AGREEMENT (LOTS 1-B TO 1-E) dated December 19, 2000, recorded in the Bureau as Document No. 2000-177628, by and among HAWAII KAI ELDERCARE, LLC, a Hawaii limited liability company, HAWAII INTERGENERATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, a Hawaii corporation, and 21ST CENTURY HOMES, INC., a Hawaii corporation.

PARTIAL ASSIGNMENT OF 21ST CENTURY'S INTEREST IN COST SHARING AGREEMENT AND CONSENT dated August 14, 2001 (the "Effective Date"), recorded in the Bureau as Document No. 2001-126996.

ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED COST SHARING AGREEMENT dated March 5, 2002, recorded in the Bureau as Document No. 2002-039414, by and between KEAKU, LLC, a Hawaii limited liability company, "Assignor", and D.R. HORTON - SCHULER

HOMES, LLC, a Delaware limited liability company, "Assignee." Consent given by HAWAII KAI ELDERCARE, LLC, a Hawaii limited liability company, by instrument dated March 5, 2002, recorded in the Bureau as Document No. 2002-039415.

ASSIGNMENT AND ASSUMPTION OF COST SHARING AGREEMENTS dated September 27, 2002, recorded in the Bureau as Document No. 2002-171819, by and between LESTER HIGA (also known as LESTER M. HIGA), as Commissioner, "Assignor", and D.R. HORTON - SCHULER HOMES, LLC, a Hawaii limited liability company, dba SCHULER HOMES, "Assignee."

10. The terms and provisions contained in the following:

INSTRUMENT : AMENDED AND RESTATED MAINTENANCE DECLARATION

DATED : January 5, 2004

RECORDED : in the Bureau as Document No. 2004-015823

The foregoing Amended and Restated Declaration restates the original Declaration dated December 19, 2000, recorded as Document No. 2000-177629.

11. The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

DATED : October 16, 2007

RECORDED : in the Bureau as Document No. 2007-183413

12. -AS TO LOT H:-

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

INSTRUMENT : LIMITED WARRANTY DEED

DATED : August 14, 2001

RECORDED : in the Bureau as Document No. 2001-126993

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

INSTRUMENT : LIMITED WARRANTY DEED

DATED : August 14, 2001

RECORDED : Document No. 2001-126994

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

INSTRUMENT : AGREEMENT TO PERMIT CONSTRUCTION OF INFRASTRUCTURE

DATED : August 14, 2001 (the "Effective Date")

RECORDED : in the Bureau as Document No. 2001-126998

PARTIES : HAWAII KAI ELDERCARE, LLC, a Hawaii limited liability company ("Eldercare"), and WESTERN PACIFIC DEVELOPMENT, LLC, a Hawaii limited liability company ("WestPac")

(D) GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC. and VERIZON HAWAII INC.,
now known as HAWAIIAN TELCOM, INC.

DATED : March 17, 2004
RECORDED : in the Bureau as Document No. 2004-061587
GRANTING : a perpetual right and easement for utility purposes being more particularly
described therein, and as shown on Survey

(E) GRANT

TO : 21ST CENTURY HOMES, INC., a Hawaii corporation

DATED : October 16, 2007
RECORDED : in the Bureau as Document No. 2007-185639
GRANTING : a perpetual non-exclusive easement for pedestrian and vehicular access purposes
in favor of the Benefitted Property more particularly described therein, and as
shown on Survey

(F) GRANT OF WATER PIPELINE EASEMENT

TO : THE CITY AND COUNTY OF HONOLULU and the BOARD OF WATER
SUPPLY, CITY AND COUNTY OF HONOLULU

DATED : November 12, 2008
RECORDED : Document No. 2008-173350
GRANTING : a non-exclusive easement for a water pipeline(s) etc. through Easement "W-2",
being more particularly described in Exhibit "A" and the map attached thereto,
and as shown on Survey

(G) GRANT

TO : LIVABLE HAWAII KAI HUI, a Hawaii non-profit corporation

DATED : January 28, 2014
RECORDED : in the Bureau as Document No. A-51580359
GRANTING : nonexclusive three (3) foot wide open space easement "OS-1", described
therein, and as shown on Survey

13. -AS TO LOT 1-D:-

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

INSTRUMENT : LIMITED WARRANTY DEED

DATED : December 19, 2000
RECORDED : in the Bureau as Document No. 2000-177625

(B) GRANT

TO : HAWAII INTERGENERATIONAL COMMUNITY, DEVELOPMENT ASSOCIATION, a Hawaii nonprofit corporation

DATED : January 29, 2003

RECORDED : in the Bureau as Document No. 2003-022457

GRANTING : an easement for sewer purposes, and as shown on Survey

14. -AS TO LOT J-2:-

No vehicle access permitted along Hawaii Kai Drive, as shown on survey Map prepared by James R. Thompson, Registered Professional Land Surveyor, dated October 17, 2005, and as shown on Survey.

15. -AS TO LOTS H AND J-1:-

(A) EASEMENT "A" for utility purposes and EASEMENT "B" for access and utility purposes, as shown on map prepared by Wilfred Y.K. Chin, Land Surveyor, with Control Point Surveying, Inc., dated July 29, 1999, last revised November 10, 1999, approved by the Department of Planning and Permitting, City and County of Honolulu, on November 24, 1999, and as shown on Survey.

(B) GRANT

TO : KEAKU, LLC, a Hawaii limited liability company

DATED : December 19, 2000

RECORDED : in the Bureau as Document No. 2000-177619

GRANTING : a perpetual non-exclusive easement for access and utility purposes over said Easements "A" & "B", and as shown on Survey

(C) GRANT

TO : HAWAII KAI ELDERCARE, LLC, HAWAII INTERGENERATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, and 21ST CENTURY HOMES, INC.

DATED : December 19, 2000

RECORDED : in the Bureau as Document No. 2000-177626

GRANTING : a perpetual non-exclusive appurtenant easement for access and utility purposes over said Easements "A" and "B", and as shown on Survey

(D) GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, now known as HAWAIIAN TELCOM, INC.

DATED : May 27, 2003

RECORDED : in the Bureau as Document No. 2003-111176

GRANTING : an easement for utility purposes, and as shown on Survey

16. -AS TO LOTS J-1, 1-D AND J-2:-

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

INSTRUMENT : AFFORDABLE HOUSING PLAN AGREEMENT
DATED : July 25, 2001
RECORDED : in the Bureau as Document No. 2001-118969
PARTIES : CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii by its Department of Planning and Permitting, HAWAII INTERGENERATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, and 21ST CENTURY HOMES, INC.

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

INSTRUMENT : AGREEMENT RE AFFORDABLE HOUSING
DATED : November 29, 2005
RECORDED : in the Bureau as Document No. 2005-245536
PARTIES : 21ST CENTURY HOMES INC., a Hawaii corporation, and WESTERN PACIFIC DEVELOPMENT, LLC, a Hawaii limited liability company

17. -AS TO LOTS J-1 AND J-2:-

Portion of the land comprises wetland.

18. -AS TO LOTS H AND J-2:-

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

INSTRUMENT : COVENANTS RUNNING WITH THE LAND
DATED : December 19, 2000
RECORDED : in the Bureau as Document No. 2000-177614

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

INSTRUMENT : DECLARATION OF FLOWAGE EASEMENT (PARK SITE)
DATED : December 19, 2000
RECORDED : in the Bureau as Document No. 2000-177615
PARTIES : HAWAII KAI ELDERCARE, LLC
RE : easement for flowage of waters from Lot 1-A, as shown on Survey

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

INSTRUMENT : LIMITED WARRANTY DEED
DATED : December 19, 2000
RECORDED : in the Bureau as Document No. 2000-177623

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

INSTRUMENT : DECLARATION OF ACCESS AND USE (PRIVATE PARK)

DATED : January 20, 2004

RECORDED : in the Bureau as Document No. 2004-012945

(E) GRANT

TO : WESTERN PACIFIC DEVELOPMENT, LLC, a Hawaii limited liability company

DATED : October 16, 2007

RECORDED : in the Bureau as Document No. 2007-185640

GRANTING : a perpetual non-exclusive easement appurtenant to and for the benefit of Lot H ("Benefited Property") on, over and across the Easement Area more particularly described therein, for purposes of ingress and egress between Lot G and the Benefited Property of pedestrians and vehicles, including fire trucks and other emergency vehicles, and as shown on Survey

19. -AS TO LOTS H, J-1 AND J-2:-

GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC.

DATED : October 13, 2015

RECORDED : in the Bureau as Document No. A-57720373

GRANTING : a right and easement for utility purposes as shown on map attached thereto, and as mentioned in Survey

20. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (STEWARDSHIP DECLARATION)

DATED : January 23, 2014

RECORDED : in the Bureau as Document No. A-51580355

21. The terms and provisions contained in the following:

INSTRUMENT : AMENDMENT AND RESTATEMENT DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)

DATED : March 13, 2017

RECORDED : in the Bureau as Document No. A-62821151

The foregoing amends and restates the original Declaration of Restrictive Covenants (Private Park) dated December 2, 2014, recorded in the Bureau as Document No. A-54490646.

22. NOTICE(S) recorded in the Bureau as Document Nos. A-58430843A through A-58430843B; re: Affordable Housing Plan.

Said above Notice has been revised by AFFORDABLE HOUSING PLAN AGREEMENT dated --- (acknowledged on December 10, 2018 and December 14, 2018), recorded as Document No. A-69270728A through A-69270728B.

23. FINANCING STATEMENT

DEBTOR : AINAHOU 2 PNL LLC

SECURED
PARTY : HAWAII GREEN INFRASTRUCTURE AUTHORITY, DBEDT

RECORDED : in the Bureau as Document No. A-64250569
RECORDED ON : August 4, 2017

24. FINANCING STATEMENT

DEBTOR : AINAHOU 1 PNL LLC

SECURED
PARTY : HAWAII GREEN INFRASTRUCTURE AUTHORITY, DBEDT

RECORDED : in the Bureau as Document No. A-64250570
RECORDED ON : August 4, 2017

25. Any rights or interests which may exist or arise by reason of the following facts shown on ALTA/NSPS Survey prepared by Miles S. Horie, Land Surveyor, with Engineers Surveyors Hawaii, Inc., dated October 14, 2014, last revised August 11, 2017:

- (A) Portion of iron fence along the west property line of Lot J-2 crosses into Lot G;
- (B) Vinyl fence along the north property line of Lot 1-E crosses into Lot J-1.

26. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "7000 HAWAII KAI DRIVE" CONDOMINIUM PROJECT

DATED : September 26, 2018
RECORDED : Document No. A-69270918A through A-69270918C
MAP : 5879 and any amendments thereto

Said Declaration was amended by instrument dated March 15, 2019, recorded as Document No. A-70310891.

-Note:- Any recorded amendments to the Declaration of Horizontal or Condominium Property Regime amending the assignment of parking stalls to and from apartments other than the specific apartment described herein, are not shown.

27. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS

DATED : September 26, 2018
RECORDED : Document No. A-69270919

28. MORTGAGE

MORTGAGOR : HALE KA LAE LLC, a Hawaii limited liability company

MORTGAGEE : FIRST HAWAIIAN BANK, a Hawaii corporation

DATED : December 27, 2018

RECORDED : Document No. A-69350078

29. ABSOLUTE ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

BORROWER : HALE KA LAE, LLC, a Hawaii limited liability company

LENDER : FIRST HAWAIIAN BANK, a Hawaii corporation liability company

DATED : December --, 2018

RECORDED : Document No. A-69350079

AMOUNT : \$110,000,000.00

CORRECTION TO ABSOLUTE ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES
dated February 25, 2019, effective as of December 27, 2018, recorded as Document No. A-69970242.

30. FINANCING STATEMENT

DEBTOR : HALE KA LAE, LLC

SECURED
PARTY : FIRST HAWAIIAN BANK

RECORDED : Document No. A-69350080

RECORDED ON : December 27, 2018

31. FINANCING STATEMENT

DEBTOR : HALE KA LAE, LLC

SECURED
PARTY : FIRST HAWAIIAN BANK

RECORDED : Document No. A-69350081

RECORDED ON : December 27, 2018

END OF EXHIBIT "E"

EXHIBIT "E"
(Page 9 of 9)

EXHIBIT "M"

STORAGE UNIT LIMITED COMMON ELEMENTS

<u>Building Number</u>	<u>Floor Number</u>	<u>Storage Unit Number</u>	<u>Assigned To Unit Number</u>
1	1	S102P	2109
1	2	S201P	2109
1	2	S202P	2109
1	3	S301P	2109
1	3	S302P	2109
1	4	S401P	2109
1	4	S402P	2109
1	5	S501P	2109
1	6	S601P	2109
1	6	S602P	2109
2	2	S201	2109
2	2	S202	2109
2	2	S203	2109
2	2	S204	2109
2	2	S205	2109
2	2	S206	2109
2	3	S301	2109
2	3	S302	2109
2	3	S303	2109
2	3	S304	2109
2	3	S305	2109
2	3	S306	2109
2	4	S401	2109
2	4	S402	2109
2	4	S403	2109
2	4	S404	2109
2	4	S405	2109
2	4	S406	2109
2	5	S501	2109
2	5	S502	2109
2	5	S503	2109
2	5	S504	2109
2	5	S505	2109
2	5	S506	2109

<u>Building Number</u>	<u>Floor Number</u>	<u>Storage Unit Number</u>	<u>Assigned To Unit Number</u>
2	6	S601	2109
2	6	S602	2109
2	6	S603	2109
2	6	S604	2109
2	6	S605	2109
2	6	S606	2109
2	7	S701	2109
2	7	S702	2109
2	7	S703	2109
2	7	S704	2109
2	7	S705	2109
2	7	S706	2109
2	8	S801	2109
2	8	S802	2109
2	8	S803	2109
2	8	S804	2109
2	8	S805	2109
2	8	S806	2109
2	9	S901	2109
2	9	S902	2109
2	9	S903	2109
2	9	S904	2109
2	9	S905	2109
2	9	S906	2109
2	10	S1001	2109
2	10	S1002	2109
2	10	S1003	2109
2	10	S1004	2109
2	10	S1005	2109
2	10	S1006	2109
3	2	S207	2109
3	2	209-1	2109
3	2	209-2	2109
3	2	209-3	2109
3	2	209-4	2109
3	2	209-5	2109
3	2	209-6	2109

<u>Building Number</u>	<u>Floor Number</u>	<u>Storage Unit Number</u>	<u>Assigned To Unit Number</u>
3	2	210-1	2109
3	2	210-2	2109
3	2	210-3	2109
3	3	S307	2109
3	3	S308	2109
3	4	S407	2109
3	4	S408	2109
3	5	S507	2109
3	5	S508	2109
3	6	S607	2109
3	6	S608	2109
3	7	S707	2109
3	7	S708	2109
3	8	S807	2109
3	8	S808	2109
3	9	S907	2109
3	9	S908	2109
3	10	S1007	2109
3	10	S1008	2109

END OF EXHIBIT "M"