

# 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	SEABRIDGE BY GENTRY III
Project Address	91-1159 Kamakana Street Ewa Beach, Hawaii 96706
Registration Number	8107
Effective Date of Report	<b>February 23, 2018</b>
Developer(s)	Gentry Homes, Ltd.

### Preparation of this Report

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

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

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

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

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

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

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

## Special Attention - - Significant Matters

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

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

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

**Status of Condominium Project.** SEABridge By Gentry III is a fee simple condominium project. As of the submittal of this Developer's Public Report, the Developer is the fee simple owner of all of the Units in the entire SEABridge By Gentry III condominium project.

**Construction.** SEABridge By Gentry III will be constructed and sold in seven (7) phases. Please see Section 5.5 on page 14 of this Developer's Public Report (this "Public Report") for estimated construction commencement and completion dates.

**Administrative Merger.** SEABridge By Gentry III is part of an overall residential condominium community to be known as "SEABridge By Gentry". SEABridge By Gentry III will be administratively merged with SEABridge By Gentry I (Registration No. 7940) and SEABridge By Gentry II (Registration No. 8007). The administrative merger will not affect a Unit owner's ownership interest in SEABridge By Gentry III. However, each Unit owner's maintenance fee allocation and voting allocation shall be computed on a per-unit basis, meaning that each Unit within the merged project shall have the same maintenance fee allocation and voting allocation as all of the other Units in the merged project; provided however, that the Developer shall have the right, in its sole and absolute discretion, to adjust or modify the allocation assigned to a Unit so that the total allocation for all Units in the merged project adds up to exactly one hundred percent (100%). Please see Section 3 on page 19 of this Public Report for additional information.

**Master Community Association.** SEABridge By Gentry III is a condominium project that is also located in the master community of Ewa by Gentry. As a result, Unit owners in SEABridge By Gentry III are automatically members of the Ewa by Gentry Community Association and are responsible for paying quarterly dues to the Ewa by Gentry Community Association in **addition to** the condominium maintenance fees shown in Exhibit "G" of this Public Report. As of January 1, 2017, the dues for each Unit are \$115 per quarter for a total of \$460 per year. The SEABridge By Gentry III condominium documents have been drafted to comply with the governing documents of the Ewa by Gentry Community Association. Please see Sections 6 and 7 on page 19d of this Public Report.

**Developer's Disclaimers and Buyer's Agreement to Waive Certain Rights When Buying A Unit.** The Developer has no control over certain activities on nearby property owned by others including agriculture, recreation, military, utility and aviation. These activities and other activities, including ongoing construction and sales of the overall SEABridge By Gentry community, may cause some inconveniences to the Buyer and are outlined in Sections 1 through 4 on pages 19 through 19c of this Public Report. The sales contract that each Buyer will sign

includes an indemnity pursuant to which Buyer agrees to indemnify the Developer and the owners of the nearby properties with respect to claims arising from or relating to activities, events and conditions occurring within the SEABridge By Gentry community and/or nearby properties, except in certain circumstances. Prior to purchasing a Unit, a prospective purchaser is strongly urged to consult with his or her attorney to evaluate the risks and ramifications of these disclaimers and waivers.

**Commencement of Maintenance Fees.** Developer will provide the owners in SEABridge By Gentry III with written notice at least thirty (30) days prior to the maintenance fee commencement date. Please see Exhibit "G" of this Public Report.

**Parking.** No parking is allowed on any roadway within SEABridge By Gentry III. No vehicle parking in a driveway, appurtenant parking stall or visitor parking stall shall extend into any roadway within SEABridge By Gentry III. Vehicles violating these restrictions shall be towed. BUYERS SHOULD INSPECT THE GARAGE, DRIVEWAY AND ANY APPURTENANT PARKING STALL THOROUGHLY TO ENSURE THAT THE GARAGE, DRIVEWAY AND/OR APPURTENANT PARKING STALL CAN ACCOMMODATE THEIR VEHICLE(S). Please see Section 16 on Page 19f and Exhibit "A" of this Public Report for additional information

**Trash Containers and Collection for SEABridge By Gentry III.** On non-collection days, all trash containers shall be stored either in the garage or behind the privacy fence of the Apartment. On collection days, residents of most Apartments will have curbside trash collection in front of their respective Apartments.

**SEABridge By Gentry Perimeter Fence.** A vinyl fence or combination of retaining wall and vinyl fence belonging to the Association of Apartment Owners of SEABRIDGE BY GENTRY (the "Association") will be built around a portion of the perimeter of SEABRIDGE BY GENTRY. This fence will be built within a portion of certain Apartment's limited common element yard area. Owners and residents may not do anything that would disturb or damage the vinyl fence, retaining wall, or footing of the retaining wall. This retaining wall and perimeter fence will be owned and maintained by the Association.

**Ewa By Gentry Perimeter Fence.** A fence or wall or combination of fence and wall belonging to the Ewa by Gentry Community Association is built within Landscape Lots L-5 and 6, which lots are located between the Project and Kamakana Street. The fence/wall will be owned, maintained and repaired by the Ewa by Gentry Community Association.

**Terminology in Project Documents.** This Public Report and the SEABridge By Gentry III sales contract and condominium documents sometimes use the term "Apartment" instead of "Unit" and the term "Apartment Owner" instead of "Unit Owner". For all purposes, use of the word "Apartment" in this Public Report and in the SEABridge By Gentry III sales contract and condominium documents shall have the same meaning as "Unit" in Section 514B-3, Hawaii Revised Statutes.

SEE PAGE 19 AND FOLLOWING FOR ADDITIONAL INFORMATION NOT COVERED ELSEWHERE.

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## **General Information On Condominiums**

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

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

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

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

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

## **Operation of the Condominium Project**

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

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

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

## 1. THE CONDOMINIUM PROJECT

### 1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	91-1159 Kamakana Street, Ewa Beach, HI 96706
Address of Project is expected to change because	
Tax Map Key (TMK)	(1) 9-1-069:023 (portion)
Tax Map Key is expected to change because	of recent recordation of condominium documents
Land Area	4.514 acres
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

### 1.2 Buildings and Other Improvements

Number of Buildings	67
Floors Per Building	2
Number of New Building(s)	67
Number of Converted Building(s)	0
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	concrete, wood, composition siding, composition shingles

### 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
Plan 1	3	3/ 2 ½	1,147 sq. ft.	446 sq. ft.	garage	1,593 sq. ft.
Plan 1-A	1	3/ 2 ½	1,147 sq. ft.	446 sq. ft.	garage	1,593 sq. ft.
Plan 1-AR	6	3/ 2 ½	1,147 sq. ft.	446 sq. ft.	garage	1,593 sq. ft.
Plan 1-R	4	3/ 2 ½	1,147 sq. ft.	446 sq. ft.	garage	1,593 sq. ft.
Plan 2	5	4/ 2 ½	1,194 sq. ft.	463 sq. ft.	garage	1,657 sq. ft.
Plan 2-A	1	4/ 2 ½	1,194 sq. ft.	463 sq. ft.	garage	1,657 sq. ft.
Plan 2-AR	8	4/ 2 ½	1,194 sq. ft.	463 sq. ft.	garage	1,657 sq. ft.
Plan 2-R	6	4/ 2 ½	1,194 sq. ft.	463 sq. ft.	garage	1,657 sq. ft.
Plan 3	4	3/ 2 ½	1,240 sq. ft.	428 sq. ft.	garage	1,668 sq. ft.
Plan 3-A	2	3/ 2 ½	1,240 sq. ft.	428 sq. ft.	garage	1,668 sq. ft.
Plan 3-AR	5	3/ 2 ½	1,240 sq. ft.	428 sq. ft.	garage	1,668 sq. ft.
Plan 3-R	2	3/ 2 ½	1,240 sq. ft.	428 sq. ft.	garage	1,668 sq. ft.

Plan 4	12	4/ 2 ½	1,259 sq. ft.	425 sq. ft.	garage	1,684 sq. ft.
Plan 4-A	5	4/ 2 ½	1,259 sq. ft.	425 sq. ft.	garage	1,684 sq. ft.
Plan 4-AR	1	4/ 2 ½	1,259 sq. ft.	425 sq. ft.	garage	1,684 sq. ft.
Plan 4-R	2	4/ 2 ½	1,259 sq. ft.	425 sq. ft.	garage	1,684 sq. ft.

See Exhibit "C" for description of Unit types.

<b>67</b>	<b>Total Number</b>
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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:	188 (includes stalls located in garages)
Number of Guest Stalls in the Project:	28; See Exhibit "A"
Number of Parking Stalls Assigned to Each Unit:	at least 2; See Exhibits "A" and "D"
Attach Exhibit <u>A</u> specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights.	

**1.5 Boundaries of the Units**

Boundaries of the unit:  
 Each unit includes the spaces within the underside of the concrete slabs, the outside of the roofs and the outer surfaces of the perimeter walls of the respective units. The units DO NOT include any pipes, wires, ducts or other utility or service lines that service MORE THAN ONE unit. Such pipes and utilities shall be deemed common elements.

**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 B

**1.7 Common Interest**

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

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

<input type="checkbox"/>	Swimming pool
<input type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input type="checkbox"/>	Recreation Area
<input type="checkbox"/>	Trash Chute/Enclosure(s)
<input type="checkbox"/>	Exercise Room
<input type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input checked="" type="checkbox"/>	Other (describe): Mail Centers (Please see Page 19e)

**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 D \_\_\_\_\_.

Described as follows:

Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

**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 D \_\_\_\_\_.

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: Must comply with House Rules
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: Apts. cannot be used for transient or hotel, "timeshare" or "time interval" use.
<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 E \_\_\_\_\_ describes the encumbrances against title contained in the title report described below.

Date of the title report: 12/01/17 \_\_\_\_\_

Company that issued the title report: First American Title Company, Inc.

**1.13 Uses Permitted by Zoning and Zoning Compliance Matters**

Uses Permitted by Zoning				
	Type of Use	No. of Units	Use Permitted by Zoning	Zoning
<input checked="" type="checkbox"/>	Residential	67	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A-1
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Describe any variances that have been granted to zoning code.				

**1.14 Other Zoning Compliance Matters**

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

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

<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>
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**1.15 Conversions**

<p><b>Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.</b></p>	<p><input type="checkbox"/> <b>Applicable</b>  <input checked="" type="checkbox"/> <b>Not Applicable</b></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 ___ is a verified statement signed by an appropriate county official which states that either:</p>	
<p>(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:</p> <ul style="list-style-type: none"> <li>(i) Any variances or other permits that have been granted to achieve compliance;</li> <li>(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</li> <li>(iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance;</li> </ul>	<p style="text-align: center;">or</p> <p>(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p>
<p>Other disclosures and information:</p>	

**1.16 Project In Agricultural District**

<p><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>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: GENTRY HOMES, LTD.</p> <p>Business Address: 733 Bishop Street, Suite 1400 Honolulu, Hawaii 96813</p> <p>Business Phone Number: 808-599-5558</p> <p>E-mail Address: <a href="http://www.gentryhawaii.com">www.gentryhawaii.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 and members of a limited liability company (LLC) (attach separate sheet if necessary).</p>	<p>Robert W. Brant – President/CEO John Shaw – Senior Vice President – Architecture Michael J. Brant – Vice President – Engineering Richard N. Hobson – Vice President – Sales &amp; Marketing Quentin Machida – Senior Vice President Victoria Slovak – Secretary/Treasurer</p>
<p><b>2.2 Real Estate Broker</b></p>	<p>Name: Gentry Homes, Ltd.</p> <p>Business Address: 733 Bishop Street, Suite 1400 Honolulu, Hawaii 96813</p> <p>Business Phone Number: 808-599-5558</p> <p>E-mail Address: <a href="http://www.gentryhawaii.com">www.gentryhawaii.com</a></p>
<p><b>2.3 Escrow Depository</b></p>	<p>Name: First American Title Company, Inc.</p> <p>Business Address: 1177 Kapiolani Boulevard Honolulu, Hawaii 96814</p> <p>Business Phone Number: 808-536-3866</p>
<p><b>2.4 General Contractor</b></p>	<p>Name: Gentry Builders, LLC</p> <p>Business Address: 733 Bishop Street, Suite 1400 Honolulu, Hawaii 96813</p> <p>Business Phone Number: 808-599-5558</p>
<p><b>2.5 Condominium Managing Agent</b></p>	<p>Name: Hawaiiiana Management Company, Ltd.</p> <p>Business Address: 711 Kapiolani Blvd., Suite 700 Honolulu, Hawaii 96813</p> <p>Business Phone Number: 808-593-9100</p>
<p><b>2.6 Attorney for Developer</b></p>	<p>Name: David F. Andrew, Esq.</p> <p>Business Address: Schneider Tanaka Radovich Andrew &amp; Tanaka LLLC 1100 Alakea Street, Suite 2100 Honolulu, Hawaii 96813</p> <p>Business Phone Number: 808-792-4200</p>

### 3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

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

#### 3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	December 12, 2017	A-65560564

#### 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
Bureau of Conveyances	December 12, 2017	A-65560565

#### 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	5716
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 type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input checked="" type="checkbox"/>	December 12, 2017
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%	75%
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 "F"



## 4. CONDOMINIUM MANAGEMENT

### 4.1 Management of the Common Elements

<p><u>Management of the Common Elements:</u> 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.</p>	
<p>The Initial Condominium Managing Agent for this project is (check one):</p>	
<input checked="" type="checkbox"/>	Not affiliated with the Developer
<input type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (explain)

### 4.2 Estimate of the Initial Maintenance Fees

<p><u>Estimate of the Initial Maintenance Fees:</u> 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>G</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.</p>

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

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

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

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

## 5. SALES DOCUMENTS

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

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit <u>H</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: August 25, 2016 Name of Escrow Company: First American Title Company, Inc. Exhibit <u>I</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.

### 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"/>	<u>There are 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	A lender has priority over a Buyer's rights under a sales contract and has a right to terminate a sales contract upon foreclosure of its mortgage before a unit sale is closed. If foreclosed, the Buyer's deposit shall be refunded (less any escrow cancellation fees) and the sales contract between Seller and Buyer shall be cancelled.

### 5.4 Construction Warranties

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

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

<p>Status of Construction:</p> <p><b>Phase 12 (Units 308 to 314 inclusive, 316, 318):</b> Construction of these units started in November 2017. The estimated construction completion date of the units is February 2018.</p> <p><b>Phase 13 (Units 128, 130, 132, 134, 315, 317, 319, 320):</b> Construction of these units started in December 2017. The estimated construction completion date of the units is March 2018.</p> <p><b>Phase 14 (Units 259, 261, 263, 265, 267, 617, 619, 621, 623, 625):</b> Construction of these units started in January 2018. The estimated construction completion date of the units is April 2018.</p> <p><b>Phase 15 (Units 414 to 423 inclusive):</b> Construction of these units is estimated to start in March 2018. The estimated construction completion date of the units is June 2018.</p> <p><b>Phase 16 (Units 136, 138, 140, 142, 424 to 429 inclusive):</b> Construction of these units is estimated to start in April 2018. The estimated construction completion date of the units is July 2018.</p> <p><b>Phase 17 (Units 516 to 525 inclusive):</b> Construction of these units is estimated to start in May 2018. The estimated construction completion date of the units is September 2018.</p> <p><b>Phase 18 (Units 144, 146, 526 to 532 inclusive, 534):</b> Construction of these units is estimated to start in July 2018. The estimated construction completion date of the units is November 2018.</p>	
<p>Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.</p>	
<p>Completion Deadline for any unit not yet constructed, as set forth in the sales contract: Subject to certain specific exceptions described in Article V, Section G.4 of the Sales Contract, the Developer agrees that completion of construction of each unit will be on or before two years after the buyer signs the Sales Contract for that unit.</p>	
<p>Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:</p>	

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

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

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

**5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance**

<input checked="" type="checkbox"/>	<p>The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of the this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.</p> <p><i>If this box is checked, Section 5.6.2, which follows below will not be applicable to the project.</i></p>
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**5.6.2 Purchaser Deposits Will Be Disbursed Before Closing**

<p>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):</p>	
<input type="checkbox"/>	<p>For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or</p>
<input type="checkbox"/>	<p>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.</p>

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

<p><b>Box A</b></p> <p><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><input type="checkbox"/></p>	<p>The Developer has <b>not</b> submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits.</p> <p>If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the <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:<br>Master Declaration dated July 21, 1988, as amended (See item 2 of Exhibit "E").<br>Joint Development Agreement dated November 4, 2016 (See Item 20 of Exhibit "E").  |

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

Website to access official copy of laws: [www.capitol.hawaii.gov](http://www.capitol.hawaii.gov)

Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

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

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

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

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

- (1) The purchaser has signed the sales contract.
- (2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.
- (3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.
- (4) The purchaser does at least one of the following:
  - (a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

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

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

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

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

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

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

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

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

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

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

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

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

## 6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

1. **Ongoing Construction and Sales Activity.** By taking title to a unit, the Purchaser shall be acknowledging and agreeing that construction and sales activity by the Developer will continue both in SEABRIDGE BY GENTRY and in neighboring areas even after the Purchaser occupies the unit. The roadways in and around the project will be used by construction vehicles for ingress and egress to and from the construction sites. This will result in noise, dust and increased traffic in and around the project for a period of time. Care must be taken around construction sites, as certain hazardous conditions relating to the construction may exist for a period of time. Also, development of the areas around SEABRIDGE BY GENTRY will cause dust in and around the project for several years as development in Ewa by Gentry continues. By taking title to a unit, the Purchaser understands that the Developer will make efforts to minimize dust but that it is an inevitable result of the ongoing construction.

2. **Ongoing Sales Activity.** Sales activities for SEABridge By Gentry III and neighboring communities will be ongoing. This will result in increased traffic and noise in the vicinity of the sales office located in one of the SEABridge By Gentry Units. Portions of the common areas of SEABridge By Gentry III may be used for signage and other sales activities for a period of time while sales are ongoing.

3. **Future Merger.** SEABridge By Gentry III is part of an overall area covered by that certain Agreement for Issuance of Conditional Use Permit under Section 21-5.380 of the Land Use Ordinance (LUO) dated *November 4, 2016* and recorded in the Bureau of Conveyances as Document No. *A-61550757* (the "Joint Development Area"). The Joint Development Area is also sometimes referred to as "SEABRIDGE BY GENTRY" in this Public Report. The Joint Development Area includes the existing SEABridge By Gentry III and future SEABridge By Gentry communities. The Joint Development Area was designed to operate as a cohesive, integrated condominium community comprised of detached single-family condominium units that includes shared common facilities and infrastructure, including but not limited to potable water, irrigation, drain, sewer, and electrical systems, visitor parking stalls, roadways, landscaping, a recreation center and a mail center.

Developer intends to administratively merge the various associations of apartment owners of the SEABRIDGE BY GENTRY condominium communities within the Joint Development Area (including SEABridge By Gentry III). Developer has created a Hawaii non-profit corporation called the Association of Apartment Owners of SEABridge By Gentry (the "SEABridge By Gentry AOA"), that will eventually include all condominium projects created in SEABRIDGE BY GENTRY. The administrative merger of the various SEABRIDGE BY GENTRY condominium communities will be for the purpose of sharing common area costs shared by the various communities (such as roadways, street lighting, utilities, landscaping, recreational facilities and mail center). The use of the shared infrastructure and facilities will be shared among all occupants and the cost of maintaining and operating the shared infrastructure and facilities will be shared among all owners on a pro rata basis.

4. **General Disclosures.** Buyer understands and acknowledges that certain activities and events will occur on and about SEABRIDGE BY GENTRY ("Activities, Events and Conditions affecting SEABRIDGE BY GENTRY") as follows:

(a) **Surrounding Areas.** SEABRIDGE BY Gentry III is bordered on its mauka,



Diamond Head and makai sides by undeveloped land that will be used for residential purposes. A portion of the mauka side of SEABRIDGE BY GENTRY borders additional undeveloped land that will be used in the future as a light industrial and commercial complex. The existence of various undeveloped lands surrounding SEABRIDGE BY GENTRY may lead to increased pests, such as cockroaches and rodents. Construction of these undeveloped areas by the Developer and other owners and developers will create dust, noise, increased traffic and certain hazardous conditions. The Developer will make efforts to minimize dust caused by its construction activities but dust is an inevitable result of the ongoing construction.

**(b) Barber's Point Golf Course; Errant Golf Balls.** SEABRIDGE BY GENTRY directly borders the Barber's Point Golf Course (the "Golf Course"). There will be errant golf balls that enter SEABRIDGE BY GENTRY. The errant golf balls will be a safety hazard both to the residents and to the residents'/owners' property. This hazard will exist for all homes in SEABRIDGE BY GENTRY, even for those homes that do not directly abut the Golf Course. At this time there is no safety net on the portion of the Golf Course that fronts SEABRIDGE BY GENTRY. The Developer makes no representation as to whether or not a safety net will be installed in the future. It is possible that, in the future, the Developer, the owner of the Golf Course and/or the operator of the Golf Course may decide to install safety nets or plant various trees along the portion of the Golf Course abutting SEABRIDGE BY GENTRY at their sole discretion and without additional notice to the Purchaser.

In addition to errant golf balls, there will also be hazards, uses and activities associated with the Golf Course that may cause injuries to persons and/or damage to property within SEABRIDGE BY GENTRY. These hazards, uses and activities include such things as errant or stray golf balls, reservoirs and water hazards, periodic spraying or other treatment with pesticides, insecticides, herbicides, fungicides and fertilizers, surface water runoff, noise, dust and unpleasant odors. Irrigation of the Golf Course may be with water from storm retention basins or reclaimed water from the Honouliuli Wastewater Treatment Plant. Any reclaimed water is required to be treated according to State Department of Health guidelines. Tournaments and other special events held on the Golf Course may also impact SEABRIDGE BY GENTRY. If the Purchaser decides to purchase a Unit in the Project, the Purchaser will be required to execute the Sales Contract, which will include provisions by which the Purchaser agrees to waive any and all rights or claims that the Purchaser might have against the Developer and any future owners/operators of the Golf Course because of these conditions.

Property owners in SEABRIDGE BY GENTRY will not have an ownership interest in the Golf Course, a right to use any portion of the Golf Course or a right to enter the Golf Course by virtue of their ownership of an Apartment at SEABRIDGE BY GENTRY or by virtue of their membership in the Ewa by Gentry Community Association.

**(c) No Parking Along Major Roadways.** There is no street parking along Geiger Road and Fort Weaver Road.

**(d) Traffic.** Fort Weaver Road is a major thoroughfare for Ewa and Ewa Beach residents traveling to or from the H-1 Freeway. Commuters will experience delays on Fort Weaver Road and on roads feeding into it, particularly during peak morning and evening hours. Geiger Road is a feeder road and is currently being improved. These improvements may cause delays and contribute to the increased traffic in and around SEABRIDGE BY GENTRY.

(e) **Future Industrial/Industrial Commercial Mixed Use Development.** A development consisting of light industrial and commercial uses will be built in the future along Geiger Road across from the Honouliuli Wastewater Treatment Plant. The construction and use of this development may result in increased traffic, noise, dust and other impacts in and around SEABRIDGE BY GENTRY.

(f) **Aircrafts.** SEABRIDGE BY Gentry III is located in the vicinity of the Honolulu International Airport and Kalaeloa Airport (the former Barber's Point Naval Air Station), both of which are owned and operated by the State of Hawaii. Buyer is aware that there will be noise from aircraft passing over or in the vicinity of SEABRIDGE BY GENTRY. The 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan shows SEABRIDGE BY GENTRY located in an area subject to noise levels exceeding 55 Dnl. The Developer has recorded two Grants of Avigation and Noise Easement in favor of the State of Hawaii on the Property. These Grants of Avigation and Noise Easement are in a form prescribed by the State Department of Transportation. These Grants grant to the State of Hawaii a perpetual easement and right of way, appurtenant to the Honolulu International Airport and the Kalaeloa Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for use in the navigation of or flight in the air). These Grants further grant to the State of Hawaii a perpetual easement to discharge, emit or otherwise transmit noise at levels exceeding 55 Dnl, but not 60 Dnl, and over certain portions of SEABRIDGE BY GENTRY noise at levels exceeding 60 Ldn but not 65 Ldn. One of the Grants of Avigation and Noise Easement provides that any future amendment to the Noise Exposure Map referenced in the Grant will automatically be incorporated into the Grant and that the State of Hawaii will have an easement to discharge or emit or otherwise transmit noise levels as shown on this future map.

(g) **Honouliuli Treatment Plant.** SEABRIDGE BY Gentry III is located near the Honouliuli Wastewater Treatment Plant, which generates odors and noise and which may be expanded in the future to accommodate increased usage.

(h) **Irrigation Water in Ewa by Gentry.** Water used to irrigate the common area landscaping in the Ewa by Gentry community and in the SEABRIDGE BY GENTRY community, including the front yard area of each Unit, will come from either a nonpotable well service or may be from reclaimed water from the Honouliuli Wastewater Treatment Plant. Any reclaimed water is required to be treated according to Department of Health guidelines.

(i) **Mold.** Mold and mold spores are present throughout the environment, and residential home construction is not, and cannot be, designed to exclude mold spores. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. If the growing conditions are favorable, then mold can grow on and in the Units. Moisture is the only mold growth factor that can be controlled in a residential setting. If Buyer decides to purchase a Unit in SEABridge By Gentry I, Buyer will be required to execute a Sales Contract in which Buyer agrees to assume responsibility for taking appropriate steps to reduce or eliminate the occurrence of moisture in and around the Unit Buyer is purchasing. Buyer will also be required to release, discharge, indemnify and defend the Developer and the Developer's employees, agents, officers, directors, principals and contractors (collectively, including the Developer, the "Released Entities"), from and against any and all claims, demands, damages, causes of action, liabilities, losses, and expenses, that Buyer or any

occupant of the Unit Buyer is purchasing has or may have in the future, that are in any way connected with indoor air quality, moisture, or the presence of any mold, mold spores, or chemicals on, in, or about the Unit Buyer purchases, whether or not caused by, in whole or in part, any act or omission of any of the Released Entities.

**(j) Navy Land.** SEABRIDGE BY Gentry III is located in the vicinity of the West Loch Branch of the Lualualei Naval Magazine ("West Loch"), which, in the event of military action, may be a military sensitive area. The U.S. Navy has denoted an area east of SEABRIDGE BY GENTRY as an "Explosive Safety Hazard Zone" in connection with munitions that may be loaded onto ships at West Loch. The Navy has represented that the boundary of the "Explosive Safety Hazard Zone" represents the probable limits of any impact from an explosion at West Loch on the adjacent community. The Navy restricts development in the "Explosive Safety Hazard Zone", which extends to West Loch. The Navy has leased portions of the "Explosive Safety Hazard Zone" for agricultural use, which will create dust and noise. Because this area is undeveloped, there will also be pests, such as cockroaches and rodents. Geiger Road and Iroquois Point Road may also be used by the Navy to transport aircraft and munitions.

**(k) Agricultural Land.** SEABRIDGE BY Gentry III is located upon land previously used for the cultivation of sugar cane. Chemicals used in connection with the former agricultural use of the land may have come into contact with the soil. Land near SEABRIDGE BY GENTRY may continue to be used for the cultivation and harvesting of agricultural products. Specifically, the Navy has leased a portion of the land described in Paragraph 4 (i) [Navy Land] above for agricultural use, which will create dust and noise. This area will also be subject to periodic spraying or other treatment of the area with pesticides, insecticides, herbicides, fungicides and fertilizers. Crops may be burned when seasonally appropriate. Buyer is advised that the Hawaii Right-to-Farm Act (H.R.S. Ch. 165) and Hawaii law limit the types of farm activities that may be deemed a nuisance.

**(l) Undetermined Flood Hazard Zone.** The Federal Emergency Management Agency ("FEMA") has determined that SEABRIDGE BY Gentry III is located in an area labeled Zone D on Flood Insurance Map No. 15003C0328G. Areas labeled Zone D are areas in which flood hazards are undetermined, but possible. Buyer should consult Buyer's lender as to any requirements regarding flood insurance that may or may not result from the rating shown on the above referenced flood insurance rate map.

**(m) Affordable Housing.** Many homes in the Ewa by Gentry community have been developed to meet the City and County of Honolulu's (the "City's") affordable housing requirements. Homes that meet the City's definition of "affordable" are or will be located in various communities throughout Ewa by Gentry. Some of the homes in the Coronado and Palm Villas condominium communities are subject to shared appreciation and buy/back provisions and rental restrictions associated with the City's affordable housing requirements, and there may be other communities that will be developed in the future in Ewa by Gentry that will have similar restrictions.

**(n) Real Property Values.** Buyer is advised to conduct Buyer's own independent investigation of the housing market in Hawaii, the community and SEABridge By Gentry and to make Buyer's own determination of the value of the Units in SEABridge By Gentry III based on Buyer's knowledge and investigation of the market, the community and

SEABridge By Gentry. Buyer understands that the purchase price for a Unit in SEABridge By Gentry may be more or less than the actual value of the Unit and that an appraisal of the Unit may conclude that the appraised value of the Unit is more or less than the purchase price of the Unit.

Buyer is advised that there are several different loan programs available to different types of Buyers, including loans offered by various government agencies such as the Veterans Administration ("VA"), the United States Department of Agriculture ("USDA") and the Federal Housing Administration ("FHA"). The loan programs offered through VA, USDA, FHA and other government agencies often require either no down payment or down payments that are less than twenty percent (20%) of the purchase price of the real property being purchased. Loans made through this type of financing are considered to be inherently more risky to the lender, compared to other types of loans that require a down payment of twenty percent (20%) or more of the purchase price, and, as a result, the appraisals done for these types of loans tend to be more conservative (meaning the appraised value is often lower than the purchase price of the real property being purchased).

The Developer makes no representations as to the type of loan that Buyer may be able to obtain or that buyers of other homes in SEABRIDGE BY GENTRY and neighboring communities may obtain. Buyer understands that lenders for other buyers in SEABRIDGE BY GENTRY and in neighboring communities may have different requirements than Buyer's lender, including, but not limited to, the type of required down payment.

Buyer is advised not to rely on any acts or statements made by the Developer, Gentry HomeLoans, LLC or their affiliates, or by any of their respective officers, directors, members, managers, employees, agents, successors and assigns in deciding whether or not the purchase price of a Unit reflects the appraised value of the Unit. Buyer understands and acknowledges that real property values can rise and fall based upon the housing market and other economic factors independent from any person's or entity's control. If Buyer decides to purchase a Unit in SEABridge By Gentry III, then Buyer will be required to execute a Sales Contract in which Buyer waives and releases any claim against the Developer, Gentry HomeLoans, LLC, their affiliates and their respective officers, directors, members, managers, employees, agents, successors and assigns relating to the relationship of the appraised value of a Unit in SEABridge By Gentry III to the purchase price of the Unit, as of the date Buyer signs a Sales Contract or as of the date Buyer's deed to the Unit records, or relating to any decrease or fluctuation in the appraised value of the Unit from and after the date Buyer's deed to the Unit records.

**5. Schools.** The current public school district boundaries show that SEABRIDGE BY Gentry III is in the district that is served by Keoneula Elementary School, Ewa Makai Middle School and James Campbell High School. *These plans are subject to change by the State of Hawaii.* Buyer should be aware that as new communities are developed in the Ewa Plains/Kapolei regions, the Department of Education of the State of Hawaii periodically re-evaluates the public school district boundaries.

**6. Ewa by Gentry Community.** All Unit owners in SEABRIDGE BY GENTRY are automatically members of the Ewa by Gentry Community Association, a Hawaii non-profit corporation. All owners are therefore subject to the restrictions, covenants and conditions of the Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions which govern the entire Ewa by Gentry community. The Ewa by Gentry Community Association

enforces the provisions of the Declaration of Covenants, Conditions and Restrictions to ensure a well-maintained, safe and aesthetically pleasing community. A copy of the Declaration of Covenants, Conditions and Restrictions is available at the SEABRIDGE BY GENTRY sales office. The Declaration of Covenants, Conditions and Restrictions can also be viewed online at [www.ewabygentry.net](http://www.ewabygentry.net) under the "Documents" section. The SEABridge By Gentry III condominium documents have been drafted to comply with the Declaration of Covenants, Conditions and Restrictions. Each Unit that is completed and lawfully fit for occupancy is allocated one vote on Ewa by Gentry Community Association matters. If more than one person or entity owns a particular Unit, any one of said persons or entities may exercise the one vote attributable to the ownership of the Unit, unless a co-owner objects, in which case the exercise of the one vote by any co-owner shall require the unanimous written consent of all co-owners of a Unit.

7. **Ewa by Gentry Community Association Dues.** Effective January 1, 2017 (and through the date of this Public Report), each Unit owner will be required to pay dues to the Ewa by Gentry Community Association in the amount of \$115 per quarter for a total of \$460 per year. The maintenance fees reflected in Exhibit "G" of this Public Report do not include the dues payable to the Ewa by Gentry Community Association.

8. **Irrigation in SEABRIDGE BY GENTRY.** Water used to irrigate the common area landscaping in SEABRIDGE BY GENTRY currently comes from a non-potable well located in Sun Terra (the "Area 12 Well"). The Area 12 Well is owned and maintained by the Ewa by Gentry Community Association and will be the irrigation source for common area landscaping in the Joint Development Area, landscaping along a portion of Fort Weaver Road and a portion of Geiger Road, for landscaping in the future park located at the intersection of Keaunui Drive and Kapolei Parkway and for landscaping in Kaloι Gulch. The Developer has executed a non-potable well system sharing agreement for the Area 12 Well with the Ewa by Gentry Community Association, pursuant to which the Unit owners in SEABRIDGE BY GENTRY will pay a pro rata share of the cost to maintain the Area 12 Well based on water usage. Developer makes no guarantees or assurances regarding the quantity or quality of water pumped from the Area 12 Well. Due to natural ground water conditions beyond the Developer's control, the ground water aquifer from which the well pumps water may dry up or the quality of water may deteriorate to make it unusable in the future. If that happens, then the owner of the Area 12 Well (the Ewa by Gentry Community Association) will need to work with the State of Hawaii's Commission on Water Resource Management on the implementation of an alternative water source plan. A possible alternate source of water would be reclaimed water from the Honouliuli Wastewater Treatment Plant. Use of reclaimed water would need to be in accordance with State Department of Health guidelines.

9. **Private Drainage.** SEABRIDGE BY Gentry III is serviced by a private drainage system that connects to the City and County of Honolulu's municipal sewer system. As such, Federal regulations prohibit the following from being discharged into SEABRIDGE BY GENTRY's drainage system:

- (a) domestic wastewater;
- (b) industrial wastewater;
- (c) any debris, refuse or solid waste or yard waste;

- (d) chlorinated swimming pool water;
- (e) washwater from vehicle and equipment cleaning; and
- (f) oil and petroleum products.

Owners and occupants of Units are prohibited from discharging any of the above into the Project's drainage system.

The SEABridge By Gentry AOA will be solely responsible for the maintenance and upkeep of the Project's drainage system. The SEABridge By Gentry AOA shall assume Developer's rights and obligations under the Developer's Drainage Connection License(s) for SEABRIDGE BY GENTRY. By assuming the Developer's Drainage Connection License(s), the SEABridge By Gentry AOA is also assuming the City and County of Honolulu's National Pollutant Discharge Elimination System permit(s) (the "NPDES Permit") and shall be responsible for the enforcement of the terms and conditions of the NPDES Permit.

**10. Community Park and Mail Centers.** The Developer reserves the right to design and construct a park (the "**Community Park**") on Lot 28, which lot is shown on DPP FILE No 2015/SUB-136 and is within the Joint Development Area. The Developer also reserves the right to design and construct two mail pavilions to serve as centralized mail stations for the Project and for the rest of the Joint Development Area (each a "**Mail Center**" and collectively, the "**Mail Centers**"). One of the Mail Centers will be within a portion of SEABridge By Gentry I, Phase 2 (the East Mail Center) and the other Mail Center will be within a portion of SEABridge By Gentry V, Phase 28 (the West Mail Center). The Community Park and the Mail Centers will be available for use by the residents of the Apartments in the Project and by all the other residents in the Joint Development Area. The several associations of apartment owners within the Joint Development Area, including the SEABridge By Gentry AOA, shall have the duty and obligation to maintain the Community Park and the Mail Centers at the common expense of all of the owners of apartments within the Joint Development Area.

**11. Condominium Map.** The sizes and configurations of the limited common element areas and the common element areas reflected on the Condominium Map are approximations only. Actual sizes and configurations may vary due to the placement and location of utilities and due to varying terrain surrounding each building.

**12. Parking Disclosure.** Each SEABridge By Gentry III Unit has an attached garage. The garages for all the units meet the City and County of Honolulu standards to accommodate one full-sized and one compact-sized parking stall. Some units have longer or shorter driveways than other units as shown on the Condominium Map.

Units 130, 132, 138, 140, 142, 261, 263, 265, 267, 309, 316, 317, 416, 420, 421, 424, 427, 429, 518, 525, 529, 532, 534, 619, 621, and 623 also have an uncovered parking stall located adjacent to the unit's garage as shown on the Condominium Map.

There is no street parking in SEABRIDGE BY GENTRY. Vehicles parking in the driveways, appurtenant parking stalls or visitor parking stalls shall **not** extend into any roadway within SEABRIDGE BY GENTRY. Buyers should inspect the garage, driveway and if applicable appurtenant parking stall(s) thoroughly to ensure that there is adequate parking for Buyers' vehicles. Garages shall be used for parking operational vehicles only and for incidental

storage.

**13. Visitor Parking.** There are twenty-eight (28) visitor parking stalls in SEABridge By Gentry III. Residents in SEABridge By Gentry III will also have access to visitor parking stalls within the SEABridge By Gentry I and II condominium communities, as well as within other condominium communities in the Joint Development Area.

**14. No Street Parking.** As stated in the House Rules of SEABridge By Gentry III, parking is not allowed on the roadways in SEABridge By Gentry III or on the roadways in the other communities of the Joint Development Area.

**15. Trash Collection.** On non-collection days, all trash containers shall be stored either in the garage or behind the privacy fence of the Apartment. On collection days, residents of most Apartments will have curbside trash collection in front of their respective Apartments. Trash cans may be put out for trash collection the night before trash is collected and must be removed by the end of the trash pick-up day.

**16. No Representation as to Exact Size of Unit.** The area of the Unit listed in the Sales Contract and in this Public Report is approximate. The area of the Unit, as reflected on the Condominium Map, is expressed as "net living area" square footage. This measurement represents the architect's best estimate of the square footage of the Unit measured from the interior of the Unit's perimeter walls. The Developer makes no representation as to the exact square footage of the Unit. Square footage figures quoted in the brochures for SEABRIDGE BY GENTRY are approximate only. Sales prices are not based solely on square footage figures.

**17. CHAPTER 672E, HAWAII REVISED STATUTES, EFFECTIVE JULY 1, 2004, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE REPAIR OF THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.**


The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report and the exhibits attached to this report and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

\_\_\_\_\_  
GENTRY HOMES, LTD.

Printed Name of Developer

By: \_\_\_\_\_  
Duly Authorized Signatory\*

February 22, 2018  
Date

\_\_\_\_\_  
Michael J. Brant, Vice President

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

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



**EXHIBIT "A"**  
**PARKING**

**Attached Garage:**

Each SEABridge By Gentry III unit has an attached garage. The garages for all Units meet the City and County of Honolulu standards to accommodate one full-sized and one compact-sized parking stall.

**BUYERS SHOULD INSPECT THE GARAGE, DRIVEWAY AND ANY APPURTENANT PARKING STALL(S) THOROUGHLY TO ENSURE THAT THE GARAGE, DRIVEWAY AND/OR APPURTENANT PARKING STALL(S) CAN ADEQUATELY ACCOMMODATE THEIR VEHICLES. VEHICLES SHALL NOT EXTEND INTO ANY ROADWAY WITHIN SEABRIDGE BY GENTRY III.**

Garages shall be used for parking operational vehicles only and for incidental storage.

**Additional Limited Common Element Parking Stalls:**

Units 130, 132, 138, 140, 142, 261, 263, 265, 267, 309, 316, 317, 416, 420, 421, 424, 427, 429, 518, 525, 529, 532, 534, 619, 621, and 623 also have an uncovered parking stall located adjacent to the unit's garage as shown on the Condominium Map.

**Visitor Parking Stalls:**

There are twenty-eight (28) visitor parking stalls in SEABridge By Gentry III. Residents in SEABridge By Gentry III will also have access to visitor parking stalls within the SEABridge By Gentry I and SEABridge By Gentry II condominium communities, as well as in other condominium communities in the Joint Development Area. The Joint Development Area includes the Project as well as existing and possible future SEABridge By Gentry communities.

**Total Number of Parking Stalls in Project:**

There are a total of one hundred eighty-eight (188) parking stalls in the Project. This number covers the parking stall allocation for the attached garages, adjacent or assigned stalls appurtenant to certain units, as well as the twenty-eight (28) visitor parking stalls.

**NO STREET PARKING/NO EXTENDING INTO THE STREET.** There is no street parking in SEABRIDGE BY GENTRY. Vehicles parking in the driveways, adjacent or assigned stalls appurtenant to certain units or the visitor parking stalls shall **not extend into any roadway** within SEABRIDGE BY GENTRY. Buyers who have an oversized vehicle (a van, a truck) or who have more than one full-sized vehicle should thoroughly inspect the garage, driveway, and if applicable appurtenant parking stall(s) to ensure that there is adequate parking for their vehicles.

**END OF EXHIBIT "A"**

**EXHIBIT "B"**

**PERMITTED ALTERATIONS TO UNITS**

Additions, alterations or improvements solely within a Unit or within a limited common element appurtenant to and for the exclusive use of the Unit may be made with just the approval of the affected Unit owner(s), the Board of Directors of the Association of Apartment Owners and, if necessary, the Unit owner's mortgagee.

The following are relevant provisions from Section 16 of the Project Declaration:

**"16. ALTERATION OF THE PROJECT.** Except as otherwise provided for in this Declaration or the By-Laws, neither the Association nor any individual Apartment Owner shall construct any additional structure or make any structural alterations or additions to an existing structure without first (a) obtaining the affirmative vote or written consent of seventy-five percent (75%) of the Apartment Owners and (b) Recording an amendment to this Declaration and the Condominium Map to reflect such change. This provision shall not apply to the Developer during the Development Period, when the Developer is exercising Developer's Reserved Rights. This provision shall also not apply to the extent it conflicts with any provision of the federal Fair Housing Act (42 U.S.C. Sec 3601, et seq), as the same has been amended and may be further amended from time to time.

**16.1 Optional Floor Plans Shown on the Condominium Map.**

Notwithstanding the foregoing, an Apartment Owner may add any optional floor plan shown on the Condominium Map for that Apartment's particular floor plan without amending the Condominium Map, provided the Apartment Owner first obtains approval from the Board and any necessary governmental permits and approvals. The Board shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing within forty-five (45) days after the Board's receipt thereof or within forty-five (45) days after the Board's receipt of additional information reasonably required by the Board in order to consider such request, whichever shall occur last.

**16.2 Limited Approval for Certain Floor Plans.** Notwithstanding anything in this Declaration to the contrary, an Apartment Owner need only obtain the consent of the Board and any necessary governmental permits and approvals for changes to the layout of an Apartment that do not increase or decrease the total area of the original Apartment's "building footprint" by more than one hundred square feet (100 sq. ft.). As used in this Section 16.2, the original Apartment shall mean the Apartment as originally constructed by the Developer. Upon obtaining the necessary approvals and completing the construction of the changes, the Apartment Owner shall Record an amendment to this Declaration and to the Condominium Map that includes a revised set of floor plans describing and showing the changes to the Apartment. The amendment need only be signed by the Apartment Owner and an officer of the Board."

**END OF EXHIBIT "B"**

**EXHIBIT "C"**

**UNIT DESCRIPTION AND COMMON INTEREST**

<b>Apt. No.</b>	<b>Plan Type</b>	<b>Approximate Net Living Area (sq. ft.)</b>	<b>Approximate Net Covered Entry (sq. ft.)</b>	<b>Approximate Net Garage Area (sq. ft.)</b>	<b>Common Interest</b>
128	Plan 2	1,194	25	463	1.492535
130	Plan 1	1,147	29	446	1.492520
132	Plan 3	1,240	21	428	1.492540
134	Plan 4-R	1,259	21	425	1.492550
136	Plan 2-A	1,194	25	463	1.492535
138	Plan 1-A	1,147	29	446	1.492520
140	Plan 3	1,240	21	428	1.492540
142	Plan 4-R	1,259	21	425	1.492550
144	Plan 2	1,194	25	463	1.492535
146	Plan 1	1,147	29	446	1.492520
259	Plan 2	1,194	25	463	1.492535
261	Plan 1-R	1,147	29	446	1.492520
263	Plan 3-AR	1,240	21	428	1.492540
265	Plan 4	1,259	21	425	1.492550
267	Plan 2-AR	1,194	25	463	1.492535
308	Plan 2-R	1,194	25	463	1.492535
309	Plan 3-A	1,240	21	428	1.492540
310	Plan 1-R	1,147	29	446	1.492520
311	Plan 1-AR	1,147	29	446	1.492520
312	Plan 2-AR	1,194	25	463	1.492535
313	Plan 2-R	1,194	25	463	1.492535
314	Plan 4	1,259	21	425	1.492550
315	Plan 4-A	1,259	21	425	1.492550
316	Plan 3-R	1,240	21	428	1.492540
317	Plan 2-AR	1,194	25	463	1.492535
318	Plan 4	1,259	21	425	1.492550
319	Plan 4	1,259	21	425	1.492550
320	Plan 1	1,147	29	446	1.492520
414	Plan 4	1,259	21	425	1.492550
415	Plan 2	1,194	25	463	1.492535
416	Plan 2-AR	1,194	25	463	1.492535
417	Plan 4-A	1,259	21	425	1.492550
418	Plan 1-AR	1,147	29	446	1.492520
419	Plan 3-R	1,240	21	428	1.492540
420	Plan 3-AR	1,147	29	446	1.492540
421	Plan 1-R	1,147	29	446	1.492520
422	Plan 4	1,259	21	425	1.492550
423	Plan 2-AR	1,194	25	463	1.492535
424	Plan 2-R	1,194	25	463	1.492535
425	Plan 1-AR	1,147	29	446	1.492520
426	Plan 4-A	1,259	21	425	1.492550
427	Plan 3-AR	1,240	21	428	1.492540

Apt. No.	Plan Type	Approximate Net Living Area (sq. ft.)	Approximate Net Covered Entry (sq. ft.)	Approximate Net Garage Area (sq. ft.)	Common Interest
428	Plan 2	1,194	25	463	1.492535
429	Plan 4	1,259	21	425	1.492550
516	Plan 1-AR	1,147	29	446	1.492520
517	Plan 3	1,240	21	428	1.492540
518	Plan 2-R	1,194	25	463	1.492535
519	Plan 4	1,259	21	425	1.492550
520	Plan 4	1,259	21	425	1.492550
521	Plan 2-AR	1,194	25	463	1.492535
522	Plan 3-AR	1,240	21	428	1.492540
523	Plan 1-R	1,147	29	446	1.492520
524	Plan 4-A	1,259	21	425	1.492550
525	Plan 2-R	1,194	25	463	1.492535
526	Plan 2-R	1,194	25	463	1.492535
527	Plan 4	1,259	21	425	1.492550
528	Plan 4	1,259	21	425	1.492550
529	Plan 2-AR	1,194	25	463	1.492535
530	Plan 3	1,240	21	428	1.492540
531	Plan 1-AR	1,147	29	446	1.492520
532	Plan 3-A	1,240	21	428	1.492540
534	Plan 4-AR	1,259	21	425	1.492550
617	Plan 4	1,259	21	425	1.492550
619	Plan 3-AR	1,240	21	428	1.492540
621	Plan 1-AR	1,147	29	446	1.492520
623	Plan 2-AR	1,194	25	463	1.492535
625	Plan 4-A	1,259	21	425	1.492550

\* The Developer has the reserved right to make adjustments to the common interests of individual Apartments as may be necessary so that the total of all the common interests equals exactly one hundred percent (100%).

NOTE: An "A" next to the plan number above designates an alternate façade treatment, as shown on the alternate exterior elevation plan drawings on the Condominium Map for a particular Apartment type. An "R" next to the plan number above designates a reverse floor plan. An "AR" next to the plan number above means the unit has both an alternate façade treatment and a reverse floor plan.

### DESCRIPTIONS OF FLOOR PLANS

#### **Plan 1 (3 Bedroom, 2 ½ Bath)**

Two story, 3 bedroom, 2 ½ bath Apartment with the kitchen, living room and half bathroom on the ground floor, connected by an interior stairway to the second floor, which has a master bedroom, master bathroom, two other bedrooms and an additional bathroom. The Apartment also includes a covered entry and a two-car garage containing one standard and one compact parking stall. Certain Apartments have a seven foot (7 ft.) deep covered lanai built off of the living room and an enlarged concrete slab, all as depicted on the Option 1 drawings of the Condominium Map and on Pages S1 to S7, inclusive, of the Condominium Map. Certain

Apartments have a five foot (5 ft.) deep covered lanai built off of the living room and an enlarged concrete slab, all as depicted on the Option 1A drawings of the Condominium Map and on Pages S1 to S7, inclusive, of the Condominium Map. All Apartments have a fenced limited common element Private Yard Area. This type of Apartment has a net living area of approximately 1,147 square feet, a net covered entry area of approximately 29 square feet and a net garage area of approximately 446 square feet.

**Plan 2 (4 Bedroom, 2 ½ Bath)**

Two story, 4 bedroom, 2 ½ bath Apartment with the kitchen, dining/living room and half bathroom on the ground floor, connected by an interior stairway to the second floor, which has a master bedroom, master bathroom, three (3) other bedrooms and an additional bathroom. The Apartment also includes a covered entry and a two-car garage containing one standard and one compact parking stall. Certain Apartments have a seven foot (7 ft.) deep covered lanai built off of the living room and an enlarged concrete slab, all as depicted on the Option 1 drawings of the Condominium Map and on Pages S1 to S7, inclusive, of the Condominium Map. Certain Apartments have a five foot (5 ft.) deep covered lanai built off of the living room and an enlarged concrete slab, all as depicted on the Option 1A drawings of the Condominium Map and on Pages S1 to S7, inclusive, of the Condominium Map. Certain Apartments have a loft/sitting room instead of the fourth bedroom, as depicted on the Option 2 drawings of the Condominium Map and on Pages S1 to S7, inclusive, of the Condominium Map. All Apartments have a fenced limited common element Private Yard Area. This type of Apartment has a net living area of approximately 1,194 square feet, a net covered entry area of approximately 25 square feet and a net garage area of approximately 463 square feet.

**Plan 3 (3 Bedroom, 2 ½ Bath)**

Two story, 3 bedroom, 2 ½ bath Apartment with the kitchen, dining/living room and half bathroom on the ground floor, connected by an interior stairway to the second floor, which has a master bedroom, master bathroom, two other bedrooms and an additional bathroom. The Apartment also includes a covered entry and a two-car garage containing one standard and one compact parking stall. Certain Apartments have a seven foot (7 ft.) deep covered lanai built off of the living room and an enlarged concrete slab, all as depicted on the Option 1 drawings of the Condominium Map and on Pages S1 to S7, inclusive, of the Condominium Map. Certain Apartments have a five foot (5 ft.) deep covered lanai built off of the living room and an enlarged concrete slab, all as depicted on the Option 1A drawings of the Condominium Map and on Pages S1 to S7, inclusive, of the Condominium Map. All Apartments have a fenced limited common element Private Yard Area. This type of Apartment has a net living area of approximately 1,240 square feet, a net covered entry area of approximately 21 square feet and a net garage area of approximately 428 square feet.

**Plan 4 (4 Bedroom, 2 ½ Bath)**

Two story, 4 bedroom, 2 ½ bath Apartment with the kitchen, dining/living room and half bathroom on the ground floor, connected by an interior stairway to the second floor, which has a master bedroom, master bathroom, three (3) other bedrooms and an additional bathroom. The Apartment also includes a covered entry and a two-car garage containing one standard and one compact parking stall. Certain Apartments have a seven foot (7 ft.) deep covered lanai built off of the living room and an enlarged concrete slab, all as depicted on the Option 1 drawings of the Condominium Map and on Pages S1 to S7, inclusive, of the Condominium Map. Certain Apartments have a five foot (5 ft.) deep covered lanai built off of the living room and an enlarged concrete slab, all as depicted on the Option 1A drawings of the Condominium Map and

on Pages S1 to S7, inclusive, of the Condominium Map. Certain Apartments have a loft/sitting room instead of the fourth bedroom, as depicted on the Option 2 drawings of the Condominium Map and on Pages S1 to S7, inclusive, of the Condominium Map. All Apartments have a fenced limited common element Private Yard Area. This type of Apartment has a net living area of approximately 1,259 square feet, a net covered entry area of approximately 21 square feet and a net garage area of approximately 425 square feet.

**NOTE:** The sizes and configurations of the fenced Private Yard Areas reflected on the Condominium Map are approximations only. Actual sizes and configurations may vary due to the placement and location of utilities and due to varying terrain surrounding each building.

END OF EXHIBIT "C"

## EXHIBIT "D"

### COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

#### **COMMON ELEMENTS:**

1. The land described in Exhibit "A" of the Declaration in fee simple (the "Land");
2. All yards, grounds, planting areas, gates, fences (including Common Area Fences and Privacy Fences, but not the Ewa by Gentry Perimeter Fence), retaining walls (if any), trash collection areas and walkways;
3. All access lanes, roads, curbs, sidewalks and street lights;
4. Visitor parking stall nos. 60 to 79, inclusive, and 103 to 110, inclusive, as shown on the Condominium Map;
5. Installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under or across the Project which serve more than one Apartment for services such as power, light, gas, hot water, cold water, sewage, drainage, telephone, radio and television signal distribution, if any;
6. Any apparatus and installations existing for common use, such as tanks, pumps, irrigation lines, motors, fans, compressors, ducts, vents and other such installations and apparatus;
7. All the benefits, if any, inuring to the Land or to the Project from all easements, if any, shown on the Condominium Map or listed in Exhibit "A" to the Declaration; and
8. All other parts of SEABridge By Gentry III necessary or convenient to its existence, maintenance and safety or normally in common use and that are not included in the definition of an Apartment.

#### **LIMITED COMMON ELEMENTS:**

9. Private yard area that adjoins each Unit, as shown on the Condominium Map;
10. Gate leading to private yard area, as shown on the Condominium Map;
11. Gravel strip that runs along the outside edge of certain portions of the Unit;
12. Driveway that adjoins the garage of the Unit, as shown on the Condominium Map;
13. Walkway that adjoins the entry to the Unit, as shown on the Condominium Map;
14. Outdoor unit of the air conditioner system, if any, located outside the Unit, as shown on the Condominium Map;
15. Each Unit shall have for its exclusive use and enjoyment the privacy fence adjacent to the Unit; provided, however, that, where there are two (2) Units whose private yard areas are separated by a privacy fence, the privacy fence shall be a limited common element appurtenant to both Units; and
16. All other common elements of SEABridge By Gentry III that serve less than all of the Units in SEABridge By Gentry III shall be limited common elements appurtenant to the Units that are served by such common elements.

**EXHIBIT "E"**

**ENCUMBRANCES AGAINST TITLE**

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. Restrictions, covenants and conditions as contained in that certain Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions recorded July 29, 1988, as Land Court Document No. 1568352, as amended by instrument recorded July 29, 1989, as Land Court Document No. 1652869, as further amended by instrument recorded February 10, 1992, as Land Court Document No. 1888053, and as may be further amended from time to time. The Property was made subject to the above Declaration of Covenants, Conditions and Restrictions by that certain Declaration of Addition of Real Property recorded July 31, 2000, as Land Court Document No. 2639394. *[This is also referred to as the "Master Declaration". SEAbridge By Gentry III is part of a master planned community known as "Ewa by Gentry", all of which is governed by the Master Declaration. The Master Declaration is the primary governing document for the Ewa by Gentry Community Association, of which every unit owner in SEAbridge By Gentry III will automatically be a member. As members of the Ewa by Gentry Community Association, unit owners within SEAbridge By Gentry III will be subject to the provisions of the Master Declaration. The SEAbridge By Gentry III condominium documents have been drafted to comply with the Master Declaration.]*
3. The terms and provisions contained in the Declaration of Land Use Conditions recorded July 17, 1991, as Land Court Document No. 1836142.
4. The terms and provisions contained in the Declaration of Covenant Regarding Non-Potable Water Wells recorded June 9, 1993, as Land Court Document No. 2032652.
5. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded July 12, 1994, as Land Court Document No. 2163448. *[This document was required by the City and County of Honolulu in order to obtain a change of zoning. It requires the Developer to develop and to submit to the City master site, drainage, landscape and affordable housing plans. It also requires the Developer to construct certain infrastructure and establishes an annual reporting requirement of Developer's progress in these areas.]*
6. Grant of Easement for avigation, noise and incidental purposes, in favor of the State of Hawaii, Department of Transportation, Airports Division, recorded April 3, 1996, as Land Court Document No. 2299688. *[This document is described in Section 4(f) on page 19b of this Public Report.]*
7. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded June 29, 1998, as Land Court Document No. 2467238, as amended by instrument recorded May 26, 2006, as Land Court Document No. 3433310.
8. The terms and provisions contained in the Declaration and Confirmation of Restrictions, Reservations, Conditions and Covenants, recorded August 13, 2001, as Land Court



Document No. 2728949, and assigned by Assignment of Rights recorded August 12, 2013, as Land Court Document No. T-8624003 in favor of James Campbell Company LLC, a Delaware limited liability company.

9. The terms and provisions contained in the Declaration of Covenants, Conditions, and Restrictions on Use and Reservations (Laulani Parcel), recorded September 30, 2003, as Land Court Document No. 3002899. *[This Declaration limits the type of development that can be constructed on the property to residential use, including non-commercial recreational facilities, utilities, public or private schools, churches, parks, golf course, agricultural use, roadways, drainage and sewer facilities and other infrastructure necessary to serve a residential development. Reserves all subsurface water and water rights to the Estate of James Campbell, Deceased, except for the drilling of non-potable wells to service the property.]*
10. Limited Warranty Deed and Use Restrictions (Laulani Parcel), recorded September 30, 2003, as Land Court Document No. 3002900. *[This document reiterates the restrictions stated in Item 7 above and specifically references Document No. 3002899.]*
11. The terms and provisions contained in the Declaration of Land Use Conditions recorded February 11, 20014, as Land Court Document No. 3068154. *[This Declaration states that the State of Hawaii Land Use Commission has reclassified the property as part of the State Land Use Urban District subject to the Developer building certain infrastructure, selling a certain portion of the development pursuant to an affordable housing program, setback requirements and archaeological/historic preservation requirements should any previously undiscovered artifacts be subsequently discovered.]*
12. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded March 17, 2004, as Land Court Document No. 3084363, as amended by instrument recorded May 26, 2006 and recorded as Document No. 3433311. *[These documents were required by the City and County of Honolulu in order to obtain a change of zoning. It requires the Developer to develop and to submit to the City master site, drainage, landscape and affordable housing plans. It also requires the Developer to construct certain infrastructure and establishes an annual reporting requirement of Developer's progress in these areas.]*
13. Grant of Easement for avigation, noise and incidental purposes, in favor of the State of Hawaii, Department of Transportation, Airports Division, recorded October 28, 2010, as Land Court Document No. 4014373. *[This document is described in Section 4(f) on page 19b of this Public Report.]*
14. Mortgage and Security Agreement made by and between Gentry Homes, Ltd. and Gentry Investment Properties, as Mortgagor, and Bank of Hawaii, as Agent, as Mortgagee, recorded August 31, 2011, as Land Court Document No. 4095133. *[Developer will record a document to release this encumbrance prior to conveyance of a Unit to Buyer.]*
15. Assignment of Sales Contracts and Sales Proceed made by and between Gentry Homes, Ltd., a Hawaii corporation, as Assignor, and Bank of Hawaii, as Agent, as Assignee,

recorded August 31, 2011, as Regular System Document No. 2011-139403. *[Developer will record a document to release this encumbrance prior to conveyance of a Unit to Buyer.]*

16. Financing Statement made by Gentry Investment Properties and Gentry Homes, Ltd., as Debtor and Bank of Hawaii, as Agent, as Secured Party, recorded February 9, 2017, as Regular System Document No. A-62490705. *[Developer will record a document to release this encumbrance prior to conveyance of a Unit to Buyer.]*
17. The terms and provisions contained in the Amended and Restated Infrastructure Plan, as disclosed by Short Form Memorandum of Amended and Restated Infrastructure Plan recorded October 27, 2011, as Land Court Document No. 4106783.
18. The terms and provisions contained in the Amended and Restated Infrastructure Plan, as disclosed by Short Form Memorandum of Amended and Restated Infrastructure Plan recorded April 3, 2012, as Land Court Document No. T-8128110.
19. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded April 30, 2013, as Land Court Document No. T-8520039.
20. The terms and provisions contained in the Declaration of Intent to Develop and Merge; Special Power of Attorney; and Declaration and Reservation of Rights and Easements recorded November 9, 2016, as Regular System Document No. A-61570625A thru A-61570625B. *[This document reserves the right of Developer to merge the various condominium projects that are created within the Joint Development Area as described in Section 3 on Page 19 of this Public Report.]*
21. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the Declaration of Condominium Property Regime of SEABridge By Gentry III recorded December 13, 2017, as Regular System Document No. A-65560564, and Condominium Map No. 5716, as both may be further amended from time to time.
22. The terms and provisions contained in the By-Laws of the Association of Apartment Owners of SEABridge By Gentry III recorded December 13, 2017, as Regular System Document No. A-65560565, as the same may be amended from time to time.
23. As to Lot 12, as described in Exhibit "A" to the Declaration:  
  
Easement 12, for access and utility purposes of Ewa by Gentry Area 52, Increment 2 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
24. As to Lot 13, as described in Exhibit "A" to the Declaration:  
  
Easement 13, for access and utility purposes of Ewa by Gentry Area 52, Increment 2 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
25. As to Lot 14, as described in Exhibit "A" to the Declaration:

- a. Easement 14, for access and utility purposes of Ewa by Gentry Area 52, Increment 1 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
  - b. Easement 18, for irrigation purposes of Ewa by Gentry Kamakana Street Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
  - c. Restriction of vehicular access rights along Kamakana Street, as shown in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
26. As to Lot 15, as described in Exhibit "A" to the Declaration:  
Easement 15, for access and utility purposes of Ewa by Gentry Area 52, Increment 2 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
27. As to Lot 16, as described in Exhibit "A" to the Declaration:  
Easement 16, for access and utility purposes of Ewa by Gentry Area 52, Increment 2 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
28. As to Lot 17, as described in Exhibit "A" to the Declaration:  
Easement 17, for access and utility purposes of Ewa by Gentry Area 52, Increment 2 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
29. As to Lot 18, as described in Exhibit "A" to the Declaration:  
Easement 18, for access and utility purposes of Ewa by Gentry Area 52, Increment 2 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
30. For real property taxes due and payable, refer to Director of Finance, City and County of Honolulu.

END OF EXHIBIT "E"

**EXHIBIT "F"**

**DEVELOPER'S RESERVED RIGHTS TO CHANGE THE PROJECT AND THE DOCUMENTS**

The following summary is not intended to be a complete and exhaustive explanation of all the rights reserved to the Developer under the documents governing the Project (the "Project Documents") and otherwise. It is intended to be a general summary. If any conflict or difference exists between this summary and any of the Project Documents, then the Project Documents shall control.

Among other rights set forth in the Declaration, the Developer will have the following reserved rights with respect to the Project:

**DEVELOPER'S RESERVED RIGHTS.** The Declaration, including, but not limited to, Sections 17 to 17F of the Declaration, reserves to the Developer various reserved rights (defined in the Declaration and in this Public Report as the "Developer's Reserved Rights"). The Developer's Reserved Rights set forth in the Declaration and outlined in this Exhibit "F" are necessary and/or helpful to developing SEABridge By Gentry III. The Developer may exercise the Developer's Reserved Rights separately or in one or more combinations and at one or more times, at the Developer's sole discretion. The Developer has no duty or obligation to exercise the Developer's Reserved Rights. The Developer may exercise the Developer's Reserved Rights until the expiration of the Development Period (as defined in the Declaration), unless otherwise specifically stated.

The Developer may exercise any of the Developer's Reserved Rights without being required to obtain the approval, consent, or joinder of anyone else and without the knowledge of anyone else. This includes, but is not limited, the Association of Apartment Owners of SEABridge By Gentry III (or the SEABridge By Gentry AOA if administratively merged with that association), any lender, or any other owner or other person acquiring an interest in SEABridge By Gentry III. When a person or entity acquires an interest in a Unit or any other interest in SEABridge By Gentry III, said person or entity automatically:

- A.** Takes said person's or entity's interest subject to the Developer's Reserved Rights and each and every exercise and/or assignment of them.
- B.** Acknowledges, approves, consents to, agrees to and accepts (i) the Developer's Reserved Rights and the exercise of them from time to time; (ii) that such exercise may change the Project; (iii) that such exercise may result in the recalculation of the common interest of some or all Units in some cases; (iv) that the Developer can file and/or record any and all documents that the Developer deems necessary or convenient to the exercise of its rights, including but not limited to any amendment to the Project Documents.
- C.** Agrees, promptly after being asked to do so, to join in, consent to, sign, have notarized, deliver and record all documents and do all other things that the Developer in its sole discretion determines to be necessary or convenient to the exercise of the Developer's Reserved Rights or to accomplish the purpose for which those rights were reserved (as determined by the Developer).
- D.** Appoints the Developer as said person's or entity's attorney-in-fact with full power of substitution to execute such documents and do such other things on said person's or entity's 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 Developer cannot use its power of attorney to waive or release

any right an owner or other interested person might have under the Act, to cancel the purchase of a Unit, or to mortgage an owner's Unit.

1. **Developer's Reserved Right To Effect Merger.** The Developer reserves the right to effect an administrative merger of all or a portion of the condominium communities developed in the Joint Development Area with SEAbriidge By Gentry III pursuant to the terms of the Declaration of Intent to Develop and Merge. The new maintenance fee/voting allocation shall be as described in Section 4(b) of the Declaration of Intent to Develop and Merge. (See Section 17B of the Declaration.)

2. **Developer's Reserved Right To Add Or Withdraw Land.** The Developer reserves the right to either add or withdraw real property from the Project by amending the Declaration, By-Laws and Condominium Map and any other documents that the Developer deems necessary or convenient to effect such addition or withdrawal of real property to SEAbriidge By Gentry III. (See Section 17C of the Declaration.)

3. **Developer's Reserved Right To Subdivide And/Or Consolidate Land.** The Developer reserves the right to subdivide the Project land and/or consolidate the Project land with other real property in order to effect the addition or withdrawal of land as described above by amending the Declaration, By-Laws, Condominium Map and any other document that the Developer deems necessary or convenient to effect such subdivision or consolidation. (See Section 17D of the Declaration.)

4. **Community Park and Mail Centers.** The Developer reserves the right to design and construct a park (the "**Community Park**") on Lot 28, which lot is shown on DPP FILE No 2015/SUB-136 and is within the Joint Development Area. The Developer also reserves the right to design and construct two mail pavilions to serve as centralized mail stations for the Project and for the rest of the Joint Development Area (each a "**Mail Center**" and collectively, the "**Mail Centers**"). One of the Mail Centers will be within a portion of SEAbriidge By Gentry I, Phase 2 (the East Mail Center) and the other Mail Center will be within a portion of SEAbriidge By Gentry V, Phase 28 (the West Mail Center). The Community Park and the Mail Centers will be available for use by the residents of the Apartments in the Project and by all the other residents in the Joint Development Area. The several associations of apartment owners within the Joint Development Area, including the Association, shall have the duty and obligation to maintain the Community Park and the Mail Centers at the common expense of all of the owners of apartments within the Joint Development Area. This duty and obligation may be delegated to a single association of apartment owners should the several associations be merged as described in Section 17B of the Declaration. Upon the merger of this Project with other condominium projects (the "**merged condominium project**"), the owners and occupants of the apartments in the merged condominium project will have the right to use the common elements of the merged condominium project, which common elements shall include the Community Park and Mail Centers.

NOTE: As noted, the above summary is not intended to be a thorough and exhaustive explanation of all the rights reserved under the Project Documents and otherwise. While a Buyer can use this summary as a general summary of such reserved rights, Buyer must refer to the Sales Contract, the Declaration (including, but not limited to, Sections 17 to 17F), the By-Laws and the House Rules to determine the actual rights reserved. If any conflict or difference exists between this summary and the Sales Contract, the Declaration, the By-Laws or the House Rules, then the Sales Contract, the Declaration, the By-Laws or the House Rules, as applicable, will control.

SPECIAL NOTICE REGARDING CHANGES UNDER THIS PUBLIC REPORT

Changes to the Project and the Project Documents made in accordance with the Developer's exercise of the rights reserved to the Developer in the Declaration *shall not* be deemed to be changes that render this Public Report misleading as to Buyers in any material respect and will not give any Buyer who has waived or is deemed to have waived the right to cancel such Buyer's Sales Contract any additional rights to cancel such Buyer's Sales Contract.

The Developer shall have the right (if desired or deemed necessary by Developer) to apply for and obtain from the Real Estate Commission effective dates for one or more amended public reports describing changes made to the Project pursuant to the rights described above or otherwise set forth in the Declaration.

END OF EXHIBIT "F"

**EXHIBIT "G"**

**ESTIMATED BUDGET AND INITIAL MAINTENANCE FEE SCHEDULE**

**CERTIFICATE**

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

1. I am the President for Hawaiiana Management Company, Ltd., a Hawaii corporation, designated by the Developer of the SEABridge by Gentry (Increment III) Condominium project (the "Project") to act as the Managing Agent for the management and administration of the Project.

2. I hereby certify that the breakdown of the initial estimated budget and maintenance fee schedule for each unit in the Project, as set forth in Exhibit "1" attached hereto and hereby incorporated herein by reference, were determined in accordance with Section 514B-148 of the Hawaii Revised Statutes and Chapter 107 of the Hawaii Administrative Rules, and are reasonable estimates for the one-year period commencing August 16, 2017, based on generally accepted accounting principles.

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

DATED: Honolulu, Hawaii, this 16<sup>th</sup> day of August, 2017.

  
Name: J. Michael Hartley  
Title: PRESIDENT

Subscribed and sworn to before me  
this 16<sup>th</sup> day of August, 2017.

State of Hawaii  
City & County of Honolulu

Date: August 16, 2017 # of Pages: 2

Doc. Description: Certificate of Managing Agent & Estimated  
Annual Disbursements for: SEABridge by Gentry (Increment III)

 8-16-2017  
Notary Signature

Name: **Stephanie M. Angle**

No. & Expiration: 10-134

0-13-2018

First Circuit, State of Hawaii

**NOTARY CERTIFICATION**



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22594/8/745978.2

**SEAbriage by Gentry (Increment 3)**  
**Estimated Budget and Initial Maintenance Fee Schedule for**  
**67 units**

08-16-2017

	Monthly	Annually
<b>Administration</b>		
Tax Preparation/Audit	\$ 53	\$ 636
Legal Fees	\$ 150	\$ 1,800
Property Management/Accounting	\$ 945	\$ 11,340
Design Review	\$ 100	\$ 1,200
Mgmt. Office Expenses	\$ 475	\$ 5,700
Education Expense	\$ 60	\$ 720
Condominium Registration	\$ 52	\$ 624
Miscellaneous Expenses(1)	\$ 60	\$ 720
<b>Payroll &amp; Benefits</b>		
Site Management Service	\$ 1,300	\$ 15,600
<b>Maintenance, Repair, Supplies</b>		
Grounds/Yards & Common	\$ 4,200	\$ 50,400
Ditch Maintenance		
Landscape/Irrigation Repairs	\$ 50	\$ 600
Miscellaneous Repairs & Purchases(2)	\$ 75	\$ 900
<b>Utilities</b>		
Electricity	\$ 530	\$ 6,360
Water - Potable (3)	\$ 2,550	\$ 30,600
Sewer	\$ 7,200	\$ 86,400
Irrigation Non-Potable Water (4)	\$ 120	\$ 1,440
Ditch Irrigation Water		
<b>Insurance</b>		
Master Policy	\$ 3,800	\$ 45,600
<b>Taxes &amp; Government Assessments</b>		
GET	\$ 5	\$ 60
<b>Reserves</b>		
Asphalt Overlay/Slurry Seal	\$ 2,395	\$ 28,740
PVC & Aluminum Fencing/Gates		
Streetlights/Sidewalk Lighting		
Backflow Preventer		
Irrigation System Controls		
Mail Center		
Entrance Monument		
Gazebo		
<b>TOTAL DISBURSEMENTS</b>	<b>\$ 24,120</b>	<b>\$ 289,440</b>
<b>Monthly Maintenance Fee Amount</b>	<b>\$ 360.00</b>	<b>Per Unit</b>
(1) Recording secretary, tally clerk, bank fees (2) Misc. fence, electric, signs, address light reps, cleaning supp, plumbing, fire systems (3) Potable water only. Used in homes and does not include irrigation (4) Non-Potable water used for common area irrigation		
Note: The foregoing maintenance fees do not include the dues payable to the Ewa By Gentry Community Association. At the present time those dues are \$115 per quarter for a total of \$460 per year.		



**DEVELOPER'S STATEMENT ON MAINTENANCE FEES**

Developer advises that the costs and expenses of maintenance and operation of a condominium project are very difficult to estimate initially and even if such maintenance charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Maintenance charges can vary depending on services desired by unit owners and may increase significantly depending on the level of services eventually selected by the Association's Board of Directors. Buyer should also be aware that the estimates provided are as of the date reflected in the estimate and do not reflect the actual charges that may be incurred by Buyer once maintenance fees commence.

Developer will provide the owners in SEAbridge By Gentry III with written notice at least thirty (30) days prior to the maintenance fee commencement date.

**END OF EXHIBIT "G"**

**EXHIBIT "H"**

**SUMMARY OF SALES CONTRACT**

A specimen of the SEABridge By Gentry III Purchase Contract (the "Sales Contract") has been submitted to the Real Estate Commission. ALL BUYERS AND PROSPECTIVE BUYERS SHOULD CAREFULLY READ, IN FULL, THE SALES CONTRACT, because the summary set forth below is NOT A COMPLETE DESCRIPTION of its contents.

The Sales Contract contains the price and other terms and conditions under which a Buyer will agree to buy a Unit in the Project. Among other things, the Sales Contract states the following terms and provisions (which may be modified or otherwise limited by provisions that are not summarized below):

1. Buyer must live in the Unit for at least three hundred sixty-five (365) consecutive days after closing on the purchase of the Unit. Seller shall have the right to verify from time to time that Buyer is occupying and using the Unit as Buyer's primary residence for the three hundred and sixty-five (365) consecutive day period. If Buyer does not occupy the Unit as Buyer's primary residence for the three hundred and sixty-five (365) consecutive day period, then Seller shall have the right to purchase the Unit from Buyer for an amount equal to the original purchase price of the Unit.
2. Buyer has certain obligations if Buyer wants a mortgage loan to cover part of the purchase price.
3. Buyer's money will be held in escrow, under the terms of the Escrow Agreement.
4. Buyer will not receive interest on deposits made under the Sales Contract.
5. The Unit will be subject to various legal documents which Buyer should examine.
6. The Project will be subject to ongoing construction and sales activities which may result in certain annoyances to Buyer.
7. Seller has no control over certain activities on nearby property owned by others including agriculture, recreation, military, utility and aviation. These activities may cause some inconveniences to Buyer. The Sales Contract includes an indemnity pursuant to which Buyer agrees to indemnify Seller and the owners of the nearby properties with respect to claims arising from or relating to activities, events and conditions occurring within SEABRIDGE BY GENTRY and/or the nearby properties, except in certain circumstances.
8. The Sales Contract will become binding on Buyer and Seller when (i) Seller has delivered to Buyer a public report and all applicable amendments and components with an effective date issued by the Hawaii Real Estate Commission, the condominium project's recorded declaration, recorded by-laws, executed house rules, a letter-sized condominium map and any applicable amendments to those documents, (ii) Seller has delivered to Buyer a notice of Buyer's 30-day cancellation right on a form prescribed by the Real Estate Commission (the "Notice"), upon which Buyer may indicate that Buyer has had an opportunity to read the public report, understands the public report, and exercises the right to cancel the Sales Contract or waives the right to cancel the Sales Contract and (iii) Buyer has waived Buyer's right to cancel the Sales Contract or is deemed to have waived the right to cancel the Sales Contract.
9. In the event of breach or default under the Sales Contract and an opportunity to correct or cure the default or breach, as set forth in the Sales Contract:  
By Buyer:
  - a. Seller may cancel the Sales Contract and retain Buyer's initial deposit;
  - b. Seller may bring a claim for damages;

- c. Seller may bring a claim for "specific performance";
- d. Seller may take advantage of any other rights that the law allows or that Seller may have under the Sales Contract; and
- e. Buyer shall be responsible for all costs incurred by Seller because of Buyer's default or breach.

By Seller:

- a. Buyer may bring a claim for "specific performance";
- b. Buyer may cancel the Sales Contract and Seller will return all deposits, without interest; and
- c. Buyer has all remedies available at law and in equity.

NOTE: This Summary is not intended to be a thorough or exhaustive explanation of all terms and provisions contained in the Sales Contract. While a Buyer can use this Summary as a general summary of Buyer's rights and obligations under the Sales Contract, Buyer must refer to the Sales Contract to determine Buyer's actual rights and obligations. If any conflict or difference exists between this Summary and the Buyer's Sales Contract, the Sales Contract will control.

END OF EXHIBIT "H"

**EXHIBIT "I"**  
**SUMMARY OF ESCROW AGREEMENT**

The Escrow Agreement with First American Title Company ("Escrow") has been submitted to the Real Estate Commission. ALL BUYERS AND PROSPECTIVE BUYERS SHOULD CAREFULLY READ, IN FULL, THE ESCROW AGREEMENT, because the summary set forth below is NOT A COMPLETE DESCRIPTION of its contents.

The Escrow Agreement describes the arrangement under which the deposits a Buyer makes under a Sales Contract will be held by Escrow. The following are some of the relevant terms stated in the Escrow Agreement:

1. Interest on Buyer's deposits will accrue in favor of the Seller and not the Buyer unless the parties specifically provide otherwise.
2. Escrow will arrange for Buyer to sign all necessary documents.
3. The Escrow Agreement describes the conditions upon which a refund will be made to Buyer.
4. The Escrow Agreement describes what will happen to a Buyer's funds if a party defaults under the Sales Contract.
5. The Escrow Agreement contains various other provisions and establishes certain charges with which the Buyer should become acquainted.
6. The Escrow Agreement provides that, upon receipt of the following, Escrow may close a sale:
  - a. the Unit deed in recordable form executed by the Seller and the Buyer;
  - b. the full amount of the purchase price of the Unit, as stated in the Sales Contract;
  - c. any mortgage securing payment by the Buyer;
  - d. the Buyer's share of the closing costs;
  - e. any additional sums to be paid by the Buyer under the Sales Contract; and
  - f. any releases or partial releases of any mortgage, financing statement or other encumbrances on the Unit required to be released under Section 514B-45 of the Hawaii Revised Statutes, as amended.
7. The Escrow Agreement provides that the Buyer's deposits are refundable if any one of the following events occur:
  - a. Seller and Buyer request Escrow in writing to return Buyer's deposits;
  - b. Seller or Buyer notify Escrow that Buyer is exercising Buyer's right to cancel the Sales Contract pursuant to the terms of the Sales Contract;
  - c. Buyer notifies Escrow of Buyer's exercise of Buyer's right to cancel the Sales Contract pursuant to the terms of either Section 514B-87 or Section 514B-90 of the Hawaii Revised Statutes, as amended.

8. The Escrow Agreement provides that if Buyer defaults under the terms of the Sales Contract and Seller notifies Escrow in writing that Seller has elected to terminate the Sales Contract, then Escrow will treat all funds deposited by Buyer as funds of the Seller.
9. The Escrow Agreement provides that Buyer's funds will be disbursed to Seller, less any applicable fees and closing costs, upon the recordation of the Apartment Deed. The Escrow Agreement also provides for disbursement of Buyer's funds prior to the recordation of the Apartment Deed upon certain conditions that Seller does not intend to meet and so these provisions do not apply to Buyer.

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

END OF EXHIBIT "I"

**EXHIBIT "J"**

**CONSTRUCTION WARRANTIES**

**Building and Other Improvements:** The Unit and related common elements will be covered by a Limited Warranty. The Limited Warranty will be for a ten (10) year period (the "Limited Warranty Period"). The Limited Warranty Period for the Building and related limited common elements will commence on the recording date of the deed to the Buyer. The coverage amount will be the base sales price of the Unit. The Limited Warranty Period for the common elements that are not limited common elements will commence on the date a particular common element is substantially complete. The Limited Warranty will be substantially similar to the sample Limited Warranty attached as Exhibit "J-1" to this Public Report. The Developer reserves the right to make changes to the Limited Warranty without further notification to Buyer. The Developer's obligations under the Limited Warranty are expressly conditioned on prompt notification by Buyer or the Association to the Developer of any defects in the Unit. In addition, Developer will not be responsible for damage to the Unit or common elements arising out of the failure of Buyer or the Association to take reasonable and prudent steps to maintain the property or to prevent damage or further damage to the Property. **ROUTINE MAINTENANCE WORK IS NOT COVERED BY ANY WARRANTY.**

**Appliances:** Warranties on appliances furnished with a Unit are not provided by the Developer. The execution and delivery of the Unit deed is intended by the Developer to operate as an assignment from the Developer to the Buyer of the respective manufacturer's or dealers' warranties, if any, to the extent, however, the Developer is able and authorized to make such an assignment via the Unit deed.

**END OF EXHIBIT "J"**

**EXHIBIT "J-1"**  
**SAMPLE LIMITED WARRANTY**

# HOME BUILDER'S LIMITED WARRANTY

Administered by Professional Warranty Service Corporation ("PWC")

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**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY  
BE ENFORCED BY EITHER PARTY**



Throughout this HOME BUILDER'S LIMITED WARRANTY, referred to hereinafter as the "LIMITED WARRANTY", the words "YOU" and "YOUR" refer to the HOMEOWNER, including any subsequent owners, and, where applicable, a HOMEOWNERS ASSOCIATION. The words "WE", "US" and "OUR" refer to the BUILDER. The other words and phrases which appear in boldface uppercase type also have special meaning. Refer to the Section IX. Definitions, so that YOU will understand the terminology applicable to this LIMITED WARRANTY.

This LIMITED WARRANTY establishes an agreed method for determining when a CONSTRUCTION DEFECT exists and a clear understanding of OUR responsibilities for remedying any such CONSTRUCTION DEFECT. This LIMITED WARRANTY also helps distinguish a CONSTRUCTION DEFECT that is OUR responsibility from those minor imperfections that can reasonably be expected in a HOME or the COMMON ELEMENTS, or that result from normal wear and tear or the neglect of routine HOMEOWNER or HOMEOWNERS ASSOCIATION maintenance responsibilities.

This LIMITED WARRANTY contains the procedures YOU must use to notify US of a condition in YOUR HOME or the COMMON ELEMENTS which YOU believe may constitute a CONSTRUCTION DEFECT. In the event a condition occurs in the HOME or the COMMON ELEMENTS that YOU believe may constitute a CONSTRUCTION DEFECT, YOU agree to submit any request for warranty performance in accordance with the procedure described in this LIMITED WARRANTY. Based on the information YOU provide and, where WE deem it necessary, information obtained from OUR onsite investigation, inspection and/or testing of the HOME or the COMMON ELEMENTS, WE will determine whether WE agree with YOU that the condition constitutes a CONSTRUCTION DEFECT. If WE determine that the condition reported by YOU is a CONSTRUCTION DEFECT, WE will remedy the condition in accordance with the remedies prescribed in this LIMITED WARRANTY. WE will make this determination in accordance with Section II, OUR Warranty Obligations, contained in this LIMITED WARRANTY.

THIS LIMITED WARRANTY PROVIDES THAT ANY AND ALL CLAIMS AND DISPUTES BETWEEN YOU AND US WHICH YOU AND WE ARE UNABLE TO RESOLVE BY MUTUAL AGREEMENT, SHALL BE RESOLVED SOLELY AND EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS AND PROCESS DESCRIBED WITHIN THIS DOCUMENT. BY THIS AGREEMENT, BOTH YOU AND WE ARE WAIVING THE RIGHT TO LITIGATE DISPUTES IN COURT.

To the extent permitted by law, all express or implied warranties other than this LIMITED WARRANTY, including any oral or written statement or representation made by US or any other person, and any implied warranty of habitability, merchantability or fitness for a particular purpose, are hereby disclaimed by US and are waived by YOU. YOUR only remedy in the event of a CONSTRUCTION DEFECT in or to the HOME or the COMMON ELEMENTS or to the real property on which the HOME or the COMMON ELEMENTS is situated is that provided to YOU under this LIMITED WARRANTY.

Enclosed with this LIMITED WARRANTY is a Limited Warranty Validation Form. The Limited Warranty Validation Form is a part of the LIMITED WARRANTY and provides the dates on which the warranty coverage period begins and expires. It is important that this form be retained with the LIMITED WARRANTY.

WE have contracted with PWC for certain administrative services relative to this LIMITED WARRANTY. PWC's sole responsibility is to provide administrative services as set forth herein. Under no circumstances or conditions is PWC responsible for fulfilling OUR obligations under this LIMITED WARRANTY.

There may be instances where an additional PWC administered Builder's Limited Warranty is issued together with this LIMITED WARRANTY. If both of these warranties are issued to YOU, YOU agree to request warranty performance under either warranty relative to warrantable issues on the HOME or the COMMON ELEMENTS. YOU may not collect twice relative to the same issue.

If any provision of this LIMITED WARRANTY is determined to be unenforceable, such a determination will not

affect the remaining provisions. If this **LIMITED WARRANTY** or any provision herein is determined to be unenforceable as to a **HOMEOWNERS ASSOCIATION** or a specific **HOMEOWNER**, such a determination will not affect the enforceability of this **LIMITED WARRANTY** or such provision as to any other **HOMEOWNERS ASSOCIATION** or any other **HOMEOWNER**. Any dispute as to the enforceability of any provision of this **LIMITED WARRANTY**, including any dispute as to the scope or enforceability of the arbitration provision contained herein, shall be determined by binding arbitration as provided for in this **LIMITED WARRANTY**.

## I. Warranty Coverage

Coverage under this **LIMITED WARRANTY** is expressly limited to **CONSTRUCTION DEFECTS** which occur during the **WARRANTY PERIOD** indicated on the Limited Warranty Validation Form and which are reported by **YOU** in accordance with the notification requirements of **Section VI. Procedure to Request US To Perform Under This LIMITED WARRANTY**. **OUR** obligations under this **LIMITED WARRANTY** apply to workmanship actually performed and materials actually installed in the **HOME** or the **COMMON ELEMENTS**. Any failure by **US** to complete construction of the **HOME** or **COMMON ELEMENTS**, where such failure is apparent and obvious, is not covered by this **LIMITED WARRANTY** and is not a **CONSTRUCTION DEFECT**.

During the **WARRANTY PERIOD** indicated on the Limited Warranty Validation Form, **WE** warrant that the **HOME** and the **COMMON ELEMENTS** will be free of **CONSTRUCTION DEFECTS**. **OUR** obligation to perform under this **LIMITED WARRANTY** requires that **WE** must receive written notice from **YOU** of the alleged **CONSTRUCTION DEFECT** as soon as reasonably possible after **YOU** become aware of a **CONSTRUCTION DEFECT** but not later than thirty (30) days after the expiration of the coverage. Telephonic or face-to-face discussion is not a substitute for required written notice and will not protect **YOUR** rights under this **LIMITED WARRANTY** (see **Section VI. Procedure to Request US To Perform Under This LIMITED WARRANTY**).

## II. OUR Warranty Obligations

Upon **OUR** timely receipt of written notice from **YOU** alleging a **CONSTRUCTION DEFECT** during the **WARRANTY PERIOD**, **WE**, or parties acting on **OUR** behalf, will, where **WE** deem it necessary, inspect, investigate and/or test (including destructive testing) the condition alleged to be a **CONSTRUCTION DEFECT**. If **WE** determine that a **CONSTRUCTION DEFECT** exists, **WE**, or parties acting on **OUR** behalf, will (1) repair or replace the **CONSTRUCTION DEFECT**, (2) pay to **YOU** the actual amount it would cost **US** to repair or replace the **CONSTRUCTION DEFECT**, or (3) pay to **YOU** an amount equal to the diminution in fair market value caused by the uncorrected **CONSTRUCTION DEFECT**. Subject to the limitations described in **Section IV. Coverage Limitations**, if the **HOME** is rendered temporarily uninhabitable by a **CONSTRUCTION DEFECT** or by work necessary to repair a **CONSTRUCTION DEFECT**, **WE** shall pay the reasonable cost for **YOUR** alternate shelter until the **HOME** is restored to a habitable condition. Additionally, in connection with **OUR** remedy of a **CONSTRUCTION DEFECT**, and subject to the limitations described in **Section IV. Coverage Limitations**, **WE** shall repair, replace or pay the reasonable cost for:

- Those surfaces, finishes and coverings that are part of the **HOME** and that are damaged directly by a **CONSTRUCTION DEFECT** or that are damaged in the course of **OUR** repair of a **CONSTRUCTION DEFECT**.
- Home furnishings, carpet or personal property damaged directly by the **CONSTRUCTION DEFECT**.

The decision to repair, replace, or to make payment in lieu of repair or replacement is at **OUR** or **OUR** authorized representative's sole discretion. These remedies are **OUR** only obligations under this **LIMITED WARRANTY**.

**A. Standards By Which the Existence of a CONSTRUCTION DEFECT Will Be Determined:**

The following factors will be considered in determining whether a condition constitutes a **CONSTRUCTION DEFECT**. If **WE** dispute the existence of a **CONSTRUCTION DEFECT** and that dispute is submitted to binding arbitration, the parties agree these same factors will be considered by the arbitrator:

1. Any performance standards, tolerances or guidelines contained in documents provided to **YOU** by **US** at or prior to closing on the **HOME** or, in the case of a **HOMEOWNERS ASSOCIATION**, prior to transferring title or control to all the **COMMON ELEMENTS**. In the absence of a specific standard, tolerance or guideline in the documents for a condition occurring during the first year of the **WARRANTY PERIOD**, the Residential Construction Performance Guidelines published by the National Association of Home Builders, in effect at the time of construction of the **HOME** or, in the case of the **HOMEOWNERS ASSOCIATION**, at the time of construction of the **COMMON ELEMENTS**, shall apply. If no specific standard, tolerance or guideline is contained in any of the documents identified above, generally accepted local building practices and standards shall apply.
2. Consideration as to whether the condition:
  - materially affects the structural integrity of the **HOME** or **COMMON ELEMENTS**; or
  - has an obvious and material negative impact on the appearance of the **HOME** or **COMMON ELEMENTS**; or
  - jeopardizes the life or safety of the occupants of the **HOME** or the users of the **COMMON ELEMENTS**; or
  - results in the inability of the **HOME** or a **COMMON ELEMENT** to provide the functions that can reasonably be expected in such a **HOME** or **COMMON ELEMENT**.
3. Consideration as to whether a condition is the result of normal wear and tear. Conditions that are normal wear and tear or that are caused by normal wear and tear are not **CONSTRUCTION DEFECTS**.
4. Consideration as to whether the condition was caused by, or in any way resulted from, the failure of the **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** to perform normal or routine maintenance. Any condition that is determined to be a **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance issue, or any condition that results from improper or inadequate **HOMEOWNER** or **HOMEOWNERS ASSOCIATION** maintenance, is not a **CONSTRUCTION DEFECT**.
5. Consideration as to whether the condition was caused by persons or entities other than **US** or someone acting on **OUR** behalf. Damage caused by persons or entities other than **US** or someone acting on **OUR** behalf is not a **CONSTRUCTION DEFECT**. For example, a large, visible scratch on marble tile in the entry foyer that was not noted in the pre-closing walk through inspection, but was reported after furniture was moved into the **HOME**, will not be considered a **CONSTRUCTION DEFECT**.
6. Recognition that any condition resulting directly or indirectly from or worsened by changes, additions, alterations or other actions or omissions by persons or entities other than **US** or someone acting on **OUR** behalf, will not be considered a **CONSTRUCTION DEFECT** (this includes, for example, changes to the topography, drainage or grade of the property);
7. Any **Exclusions** contained in this **LIMITED WARRANTY**.

### III. Homeowner Maintenance Obligations

Maintenance of the **HOME** and the **COMMON ELEMENTS** is **YOUR** responsibility. All homes and common elements require periodic maintenance to prevent premature deterioration, water intrusion, and to ensure adequate performance of the **SYSTEMS**. **WE** will make a "Homeowner Maintenance Manual" or similar publication available to **YOU** upon request. Whether from this document or others that are readily available to **YOU**, **YOU** must understand and perform the maintenance that the **HOME** and **COMMON ELEMENTS** require. **WE** are not responsible for **HOME** or **COMMON ELEMENTS** maintenance issues or for damage that results from **YOUR** failure to maintain the **HOME** or the **COMMON ELEMENTS**.

### IV. Coverage Limitations

Surfaces, finishes and coverings in the **HOME** which require repair due to damage caused by a **CONSTRUCTION DEFECT**, or such damage caused in the course of **OUR** repair of a **CONSTRUCTION DEFECT**, shall be repaired and restored to approximately the same condition as existed prior to the **CONSTRUCTION DEFECT**, but not necessarily to a like new condition. When repairing or replacing surfaces, finishes and coverings, the repair or replacement will attempt to achieve as close a match with the original surrounding areas as is reasonably possible, but an exact match cannot be guaranteed due to such factors as fading, aging and unavailability of the same materials.

Home furnishings, carpet or personal property damaged by a **CONSTRUCTION DEFECT** shall be repaired or replaced at market value of the item at the time of damage. "Market value" shall mean the amount it would cost to repair or replace the damaged item with material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

Alternate shelter during such time as the **HOME** is uninhabitable due to a **CONSTRUCTION DEFECT** or uninhabitable during work to repair a **CONSTRUCTION DEFECT**, shall be limited to those shelter costs expressly pre-approved by **US** or **OUR** designated representative.

### V. Exclusions

A. This **LIMITED WARRANTY** does not cover:

1. Any loss or damage resulting, either directly or indirectly, from the following causes, or occurring in the following situations:
  - a. Fire (unless caused by a **CONSTRUCTION DEFECT**);
  - b. Lightning;
  - c. Explosion (unless caused by a **CONSTRUCTION DEFECT**);
  - d. Riot and Civil Commotion;
  - e. Smoke (unless resulting from a **CONSTRUCTION DEFECT**);
  - f. Hail;
  - g. Aircraft;
  - h. Falling Objects;
  - i. Vehicles;
  - j. Floods;
  - k. Earthquake;
  - l. Landslide or mudslide originating on property other than the site of the **HOME** or the **COMMON ELEMENTS** or other property developed by the **BUILDER**;

- m. Mine subsidence or sinkholes;
  - n. Changes in the underground water table not reasonably foreseeable by the **BUILDER**;
  - o. Volcanic eruption; explosion or effusion;
  - p. Wind including:
    - (i). Gale force winds;
    - (ii). Hurricanes;
    - (iii). Tropical storms;
    - (iv). Tornadoes;
    - (v). Rain or water intrusion or moisture within the **HOME** resulting from any wind forces described in p. (i) – (iv) above.
  - q. Insects, animals or vermin;
  - r. Changes to the grading of the ground, or the installation or alteration of improvements such as drain or gutter outlets by anyone other than **US** or **OUR** agents, or subcontractors which results in surface drainage towards the **HOME**, or other improper drainage that permits water to pond or become trapped in localized areas or against the foundation;
  - s. Changes, additions, or alterations made to the **HOME** or the **COMMON ELEMENTS** by anyone after the **WARRANTY PERIOD** begins, except those made or authorized by **US**;
  - t. Any defect in material or workmanship supplied by anyone other than **US** or **OUR** agents, or subcontractors, including any loss or damage to the **HOME** or the **COMMON ELEMENTS** resulting from material or workmanship supplied by anyone other than **US** or **OUR** agents, or subcontractors;
  - u. Improper maintenance, negligence or improper use of the **HOME** or the **COMMON ELEMENTS** by **YOU** or anyone other than **US** that results in rot, dry rot, moisture, rust, mildew or any other damage;
  - v. Dampness or condensation due to **YOUR** failure to maintain adequate ventilation;
  - w. Damage resulting from the weight and/or performance of any type of waterbed or other furnishings which exceeds the load-bearing design of the **HOME** or the **COMMON ELEMENTS**;
  - x. Normal wear and tear or normal deterioration of materials;
  - y. Economic damages due to the **HOME'S** or the **COMMON ELEMENTS'** failure to meet expectations of the **HOMEOWNER** or **HOMEOWNERS ASSOCIATION**.
2. Any loss or damage resulting from the actual, alleged or threatened discharge, dispersal, release or escape of **POLLUTANTS**. **WE** will not cover costs or expenses arising from the uninhabitability of the **HOME** or the **COMMON ELEMENTS** or health risk due to the proximity of **POLLUTANTS**. **WE** will not cover costs, or expenses resulting from the direction of any governmental entity to test, clean-up, remove, treat, contain or monitor **POLLUTANTS**;
  3. Any loss or damage resulting from the effects of electromagnetic fields (EMF's) or radiation;
  4. Any damage to personal property that does not result from a **CONSTRUCTION DEFECT**;
  5. Any **CONSEQUENTIAL OR INCIDENTAL DAMAGES**;
  6. Any **CONSUMER PRODUCTS**;
  7. Any **CONSTRUCTION DEFECT** as to which **YOU** have not taken timely and reasonable steps to protect and minimize damage after **WE** or **OUR** authorized representative have provided **YOU** with authorization to prevent further damage;
  8. Any damage to the extent it is incurred after or as a result of **YOUR** failure to notify **US** in the manner and time required under this **LIMITED WARRANTY**;
  9. Any costs or obligations paid or incurred by **YOU** in violation of **Section VI. C.** below;

10. Any non-conformity with local building codes, regulations or requirements where the condition does not meet the definition of a **CONSTRUCTION DEFECT**. While **WE** acknowledge **OUR** responsibility to build in accordance with applicable building codes, this **LIMITED WARRANTY** does not cover building code violations in the absence of a **CONSTRUCTION DEFECT**;
  11. Any deviation from plans and specifications where the condition does not meet the definition of a **CONSTRUCTION DEFECT**.
- B. **OUR LIMITED WARRANTY** does not cover any **CONSTRUCTION DEFECT** which would not have occurred in the absence of one or more of the excluded events or conditions listed in the Exclusions above, regardless of:
1. The cause of the excluded event or condition;
  2. Other causes of the loss or damage; or
  3. Whether other causes acted concurrently or in any sequence with the excluded event or condition to produce the loss or damage.

## **VI. Procedure to Request US To Perform Under This LIMITED WARRANTY**

If **YOU** become aware of a condition that **YOU** believe is a **CONSTRUCTION DEFECT** under this **LIMITED WARRANTY**, **YOU** have the following responsibilities:

### **A. Notification**

**YOU** must notify **US** in writing as soon as reasonably possible after **YOU** become aware of a condition that **YOU** believe may constitute a **CONSTRUCTION DEFECT**, but in no event may **YOUR** written notice of a **CONSTRUCTION DEFECT** or **YOUR** written request for warranty performance be received by **US** later than thirty (30) days after this **LIMITED WARRANTY** has expired. This extended period for providing notice of a **CONSTRUCTION DEFECT** shall not operate to extend the **WARRANTY PERIOD**.

If the written notice is received by **US** more than thirty (30) days after the expiration of this **LIMITED WARRANTY**, **WE** shall have no obligation to remedy the **CONSTRUCTION DEFECT**. Because of the importance of this written notice requirement, **WE** recommend that notice always be sent by Certified Mail, return receipt requested, in order to establish a record.

### **B. Cooperate With US**

**YOU** must give **US** and any third parties acting on **OUR** behalf reasonable help in inspecting, investigating, testing (including destructive testing), monitoring, repairing, replacing or otherwise correcting an alleged **CONSTRUCTION DEFECT**. Help includes, but is not limited to, granting reasonable access to the **HOME** or **COMMON ELEMENTS** for the forgoing purposes. If **YOU** fail to cooperate or provide **US** reasonable access to the **HOME** or **COMMON ELEMENTS**, **WE** will have no further obligation under this **LIMITED WARRANTY**.

### **C. Do Not Make Voluntary Payments**

**YOU** agree not to make any voluntary payments or assume any obligations or incur any expenses for the remedy of a condition **YOU** believe is a **CONSTRUCTION DEFECT** without prior written approval from **US**, or other parties authorized to act on **OUR** behalf. **WE** will not reimburse **YOU** for costs incurred where **YOU** did not obtain prior written approval.

However, **YOU** may incur reasonable expenses in making repairs in an **EMERGENCY CONDITION** without prior written approval, provided the repairs are solely for the protection of the **HOME** or **COMMON ELEMENTS** from further damage or to prevent an unsafe living condition and provided **YOU** notify **US** as soon as is reasonably possible. To obtain reimbursement for repairs made during an **EMERGENCY CONDITION**, **YOU** must provide **US** with an accurate written record of the repair costs.

#### D. Sign A Release

When **WE** or a third party acting on **OUR** behalf have completed repairing, replacing or paying **YOU** as to any **CONSTRUCTION DEFECTS** and related damage covered by this **LIMITED WARRANTY**, **YOU** may be requested to sign a full release of **OUR** obligation for the **CONSTRUCTION DEFECTS**. The release shall be applicable to the **CONSTRUCTION DEFECTS** and shall not prevent **YOU** from notifying **US** should **YOU** become aware of a subsequent **CONSTRUCTION DEFECT**.

#### E. If YOU Disagree With US

If **YOU** believe **WE** have not satisfactorily responded to **YOUR** request for warranty performance or satisfactorily worked with **YOU** to resolve any other claim or dispute between **YOU** and **US**, **YOU** should provide written notice to **PWC** requesting Mediation. Upon **PWC's** receipt of written notice from **YOU**, **PWC** may review and mediate **YOUR** request. **PWC** may communicate with **YOU**, **US**, and any other individuals or entities that **PWC** believes may possess relevant information. If after forty-five (45) days, **PWC** is unable to successfully mediate **YOUR** claim or dispute, or at any earlier time when **PWC** determines that **YOU** and **WE** are at an impasse, **PWC** will notify **YOU** that **YOUR** request remains unresolved and that **YOU** may elect to initiate binding arbitration. Binding arbitration as described in the following section is the sole remedy for the resolution of disputes between **YOU** and **US**.

## VII. Binding Arbitration Procedure

Following commencement of the **WARRANTY PERIOD**, any claim, controversy or dispute (hereafter collectively referred to as "dispute") between **YOU** and **US**, or parties acting on **YOUR** or **OUR** behalf, including **PWC**, and any successor, or assign of either **YOU** or **US**, which relates to or arises from this **LIMITED WARRANTY**, or the design or construction of the **HOME** or the **COMMON ELEMENTS**, or the sale of the **HOME** or transfer of title to the **COMMON ELEMENTS**, will be resolved solely by binding arbitration and not through litigation in court before a judge or jury. This agreement to arbitrate is intended to inure to the benefit of, and be enforceable by, **OUR** contractor, subcontractors, agents, vendors, suppliers, design professionals, materialmen, and any of **OUR** direct or indirect subsidiaries or related entities alleged to be responsible for any **CONSTRUCTION DEFECT**. Disputes subject to binding arbitration include, but are not limited to:

- A. Any disagreement that a condition in the **HOME** or the **COMMON ELEMENTS** is a **CONSTRUCTION DEFECT**;
- B. Any disagreement as to the method or scope of repair required to correct a **CONSTRUCTION DEFECT** or whether a **CONSTRUCTION DEFECT** has been corrected in compliance with this **LIMITED WARRANTY**;
- C. Any alleged breach of this **LIMITED WARRANTY**;
- D. Any alleged violation of consumer protection, unfair trade practice, or any other statute;
- E. Any allegation of negligence, strict liability, fraud, and/or breach of duty of good faith, and any other claims arising in equity or from common law;

- F. Any dispute concerning the interpretation of this arbitration provision or the arbitrability of any issue;
- G. Any dispute concerning the timeliness of **OUR** performance and/or **YOUR** notifications under this **LIMITED WARRANTY**;
- H. Any dispute as to the payment or reimbursement of the arbitration filing fee;
- I. Any dispute as to whether this **LIMITED WARRANTY**, or any provision hereof, including, but not limited to, this arbitration clause and any waiver hereunder, is enforceable;
- J. Any other claim arising out of or relating to the sale, design or construction of **YOUR HOME** or the **COMMON ELEMENTS**, including, but not limited to any claim arising out of, relating to or based on any implied warranty or claim for negligence or strict liability not effectively waived by this **LIMITED WARRANTY**.

The arbitration shall be conducted by DeMars and Associates, Ltd. ([www.demarsassociates.com](http://www.demarsassociates.com)) pursuant to its Construction Arbitration Program ("CAP"), or by such other neutral, independent arbitration service that **PWC** shall appoint. If **YOU** object to the arbitration service appointed by **PWC**, **YOU** must so inform **PWC**, in writing, within ten (10) days of **YOUR** receipt of **PWC's** written notice informing **YOU** of the appointed arbitration service. **PWC** will then appoint an alternative neutral arbitration service provider. If **YOU** object to this alternative provider and if **YOU** and **WE** are unable to agree on another alternative, then either party may, pursuant to the applicable provisions of the Federal Arbitration Act (9 U.S.C.S. 1, et seq.), apply to a court of competent jurisdiction to designate an arbitration service provider, which designation shall be binding upon the parties. Selection of the arbitrator shall be the responsibility of the appointed arbitration service. The rules and procedures of the arbitration service, including its rules and procedures pertaining to its selection of the arbitrator who will conduct the arbitration, that are in effect at the time the request for arbitration is submitted will be followed unless the parties expressly agree otherwise. **PWC** will obtain and provide to **YOU** and **US**, upon request, the rules and procedures of the arbitration organization appointed to administer the arbitration. The arbitration service finally appointed or designated as aforesaid shall administer the arbitration of any and all disputes required to be joined under the law.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and interpreted under the Federal Arbitration Act now in effect and as it may be hereafter amended (the "FAA") to the exclusion of any inconsistent state law, regulation or judicial decision. The award of the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

Each party shall bear its own attorney's fees and costs (including expert's costs) for the arbitration. If **YOU** initiate the arbitration request, the arbitration filing fee and other fees charged by the arbitration service shall be divided and paid equally by **YOU** and **US**, unless **YOU** and **WE** have otherwise agreed in writing to a different allocation. If **WE** initiate the request for arbitration, **WE** shall pay the entire arbitration filing fee as well as all other fees charged by the arbitration service.

As part of any arbitration award, the arbitrator may, at his/her discretion, direct that **WE** reimburse **YOU** some or all of the arbitration filing fee and other arbitration fees **YOU** paid to the arbitration service, but under no circumstances shall **YOU** be required to reimburse **US** any portion of the arbitration filing fee and other arbitration fees **WE** paid.

Arbitration filing fees and other arbitration fees vary among arbitration service providers. Before submitting a Binding Arbitration Request Form, **YOU** may contact **PWC** to obtain information on the fees charged by the appointed arbitration service provider. The arbitration service's filing fee and other arbitration fees in effect at the time arbitration is requested shall apply.

The process for initiating arbitration is described below.



**Step 1** The Initiating Party Completes A Binding Arbitration Request Form And Mails It To PWC Along With Their Share Of The Arbitration Filing Fee. A Binding Arbitration Request Form is attached to this **LIMITED WARRANTY**. **YOUR** Binding Arbitration Request Form must be received by **PWC** no later than ninety (90) days after the **WARRANTY PERIOD** expires. Please Note that while **YOU** have ninety (90) days after the **WARRANTY PERIOD** expires to file for arbitration, this time period does not extend the **WARRANTY PERIOD** for **CONSTRUCTION DEFECTS**. Additionally, no investigation, inspection, testing, repair, replacement, or payment, nor any promise of same by **US** under this **LIMITED WARRANTY**, nor any dispute resolution efforts, shall extend the term of this **LIMITED WARRANTY** or extend or toll any statutes of limitations or any of **YOUR** rights or remedies.

**Step 2** The Arbitration Service Will Arrange For The Arbitration. The arbitrator or arbitration organization will notify **YOU** and **US** of the time, date and location of the arbitration hearing. If the dispute involves the allegation of a **CONSTRUCTION DEFECT** or **OUR** performance under this **LIMITED WARRANTY**, most often the hearing will be conducted at the **HOME** or, if applicable, the location of the **COMMON ELEMENTS**. Other disputes between **YOU** and **US** that are subject to arbitration, but which do not include a **CONSTRUCTION DEFECT** claim, may be scheduled for hearing at the **HOME** or another location within the county where the **HOME** is located. In scheduling the hearing the arbitrator will set a time and date that is reasonably convenient to all the parties.

**Step 3** The Arbitration Hearing. The parties at the arbitration hearing will include the arbitrator, **YOU**, **US** and/or a third party designated by **YOU** or **US** or acting on **YOUR** or **OUR** behalf. Any party to the proceeding may be represented at the hearing. All persons who are parties to the arbitration, as well as representatives and witnesses, are entitled to attend hearings.

After evidence is presented by **YOU**, **US** or **YOUR** or **OUR** representatives, a decision will be rendered by the arbitrator. The decision is final and binding on **YOU** and **US**. The arbitrator may grant any remedy, including statutory remedies, and other relief that the arbitrator deems just and equitable and within the scope of this **LIMITED WARRANTY** or other applicable agreements.

The arbitrator will decide any dispute between the parties, as described above. Where a **CONSTRUCTION DEFECT** is alleged, the arbitrator will determine whether the alleged **CONSTRUCTION DEFECT** exists and whether it is **OUR** responsibility. If the arbitrator finds **US** responsible for a **CONSTRUCTION DEFECT**, **WE** shall be obligated to perform in accordance with **OUR Warranty Obligations** as described in Section II above.

In connection with a **CONSTRUCTION DEFECT** dispute, the arbitrator retains jurisdiction and authority to decide any dispute as to the required scope of repair and the cost to repair the **CONSTRUCTION DEFECT**. In deciding such disputes, the arbitrator considers the terms of this **LIMITED WARRANTY**, any third-party evaluations, binding bids for repair work supplied by either of the parties, any estimates of diminished fair market value, and such other information submitted by the parties and deemed relevant by the arbitrator. Except where otherwise directed by the arbitrator's award, the decision to repair, replace, or to make payment to **YOU** in lieu of repair or replacement is at **OUR** or **OUR** authorized representative's sole option. The arbitrator will also render a decision as to any other claims, disputed matters or issues stated in the Binding Arbitration Request Form.

**Step 4** **OUR** Arbitration Performance Obligations. If an arbitrator concludes that **WE** are responsible for a **CONSTRUCTION DEFECT**, **WE** will perform in accordance with the arbitrator's decision within sixty (60) days from the date of the award or such greater time as may be allowed by the arbitrator's decision. Delays caused by circumstances beyond **OUR** or **OUR** representative's control shall be excused.

**Step 5** Disputes As To Compliance With The Award. If there is any dispute as to **OUR** compliance with an arbitrator's award, either party shall so inform **PWC** in writing at its mailing address specified in this **LIMITED WARRANTY**. **PWC** will mediate this dispute and if it cannot be resolved, either party may

request a compliance inspection arbitration to decide the question of compliance with the arbitration award. If it is determined that **WE** have not properly performed, **WE** will be obligated to immediately comply. As with the original arbitration award, any such subsequent arbitration rulings shall be enforceable by any court of competent jurisdiction.

## VIII. General Conditions

### A. Separation of This LIMITED WARRANTY From The Contract Of Sale

This **LIMITED WARRANTY** is separate and independent of the contract between **YOU** and **US** for the construction and/or sale of the **HOME** or transfer of the **COMMON ELEMENTS**. Except as otherwise expressly provided herein, the provisions of this **LIMITED WARRANTY** shall in no way be restricted or expanded by anything contained in the construction and/or sales contract or other documents between **YOU** and **US**.

### B. Transfer to Subsequent HOMEOWNERS

This **LIMITED WARRANTY**, subject to all of its terms and conditions, including, but not limited to, its mandatory binding arbitration provision, will transfer to new owners of the **HOME** for the remainder of the **WARRANTY PERIOD**. **YOU** agree to provide this **LIMITED WARRANTY** to any subsequent purchaser of the **HOME** as a part of the contract of sale of the **HOME**. Please see the form "SUBSEQUENT HOME BUYER ACKNOWLEDGEMENT AND TRANSFER" contained at the end of this document.

### C. Transfer of Manufacturer's Warranties

**WE** assign to **YOU** all the manufacturer's warranties on all appliances, fixtures and items of equipment that **WE** installed in the **HOME**. Should an appliance or item of equipment malfunction **YOU** must follow the procedures set forth in that manufacturer's warranty to correct the problem. **OUR** obligation under this **LIMITED WARRANTY** is limited to the workmanlike installation of such appliances and equipment. **WE** have no obligation for appliances and equipment defined as **CONSUMER PRODUCTS**.

### D. Recovery Rights

If **WE** or a third party designated by **US** or acting on **OUR** behalf repairs, replaces or pays the cost to repair or replace **CONSTRUCTION DEFECT**, or other related damage to the **HOME** or the **COMMON ELEMENTS** covered by this **LIMITED WARRANTY**, or if **WE** elect to pay the diminished market value of the **HOME** in lieu of repair or replacement of a **CONSTRUCTION DEFECT**, **WE** are then entitled, to the extent of **OUR** cost or payment, to take over **YOUR** related rights of recovery from other people and entities, including but not limited to, other warranties and insurance. **YOU** have an obligation not to make it harder for **US** to enforce these rights. **YOU** agree to sign any papers, deliver them to **US**, and do anything else that is necessary to help **US** exercise **OUR** rights.

### E. General Provisions

1. If any provision of this **LIMITED WARRANTY** is determined to be unenforceable, such a determination will not affect the remaining provisions. If this **LIMITED WARRANTY** or any provision herein is determined to be unenforceable as to a **HOMEOWNERS ASSOCIATION** or a specific **HOMEOWNER**, such a determination will not affect the enforceability of this **LIMITED WARRANTY** or such provision as to any other **HOMEOWNERS ASSOCIATION** or any other **HOMEOWNER**. The issue of enforceability, as well as all other issues, will be determined by Binding Arbitration as provided for in this **LIMITED WARRANTY**.
2. This **LIMITED WARRANTY** and the binding arbitration process are binding on **YOU** and **US**. It is also binding on **YOUR** and **OUR** heirs, executors, administrators, successors, and assigns.

3. As may be appropriate, the use of the plural in this LIMITED WARRANTY includes the singular, and the use of one gender includes all genders.

## IX. Definitions

**BUILDER** means the individual, partnership, corporation or other entity which participates in the Warranty Program administered by the Professional Warranty Service Corporation and provides YOU with this LIMITED WARRANTY. Throughout this document the BUILDER is also referred to as "WE", "US" and "OUR".

**COMMON ELEMENTS** means the property as specified in the recorded Covenants, Conditions and Restrictions as common area and any other property as to which the HOMEOWNERS ASSOCIATION has standing under the law to make a claim. This may include, but is not limited to, streets, slopes, the structure or components of enclosure or other parts of the HOME, corridors, lobbies, vertical transportation elements, rooms, balconies, clubhouses or other spaces that are for the common use of the residents of the development in which the HOME is located. SYSTEMS serving two or more HOMES, and the outbuildings that contain parts of such SYSTEMS are also included in this definition.

**CONSEQUENTIAL OR INCIDENTAL DAMAGES** means any loss or injury other than:

- A. OUR cost to correct a CONSTRUCTION DEFECT including the correction of those surfaces, finishes and coverings damaged by the CONSTRUCTION DEFECT.
- B. OUR cost to repair or replace, at market value, furniture, carpet or personal property damaged by the CONSTRUCTION DEFECT.
- C. OUR cost to repair damage to the HOME which occurs in the course of OUR repair or replacement of a CONSTRUCTION DEFECT.
- D. The reasonable cost of the HOMEOWNER'S alternative shelter when the HOME is temporarily uninhabitable due to a CONSTRUCTION DEFECT and while the HOME is rendered uninhabitable by the work necessary to repair a CONSTRUCTION DEFECT.

Time YOU take off from work and/or YOUR inability to work from the HOME as a result of a CONSTRUCTION DEFECT or the repair/replacement of a CONSTRUCTION DEFECT, are among those damages considered "CONSEQUENTIAL OR INCIDENTAL DAMAGE" and are excluded under this LIMITED WARRANTY. Diminished fair market value of the HOME is also among those damages considered "CONSEQUENTIAL OR INCIDENTAL DAMAGE" and is excluded under this LIMITED WARRANTY notwithstanding that WE reserve the right to elect to pay YOU diminished fair market value in lieu of OUR repair, replacement or payment for the cost to repair or replace a CONSTRUCTION DEFECT.

**CONSTRUCTION DEFECT(S)** means a condition in the materials or workmanship used in constructing the HOME and/or the COMMON ELEMENTS that:

- materially affects the structural integrity of the HOME or the COMMON ELEMENTS; or
- has an obvious and material negative impact on the appearance of the HOME or the COMMON ELEMENTS; or
- jeopardizes the life or safety of the occupants of the HOME or the users of the COMMON ELEMENTS; or
- results in the inability of the HOME or the applicable COMMON ELEMENTS to provide the functions that can reasonably be expected in such a HOME or COMMON ELEMENT.

**CONSUMER PRODUCT** means any piece of equipment, appliance or other item that is a CONSUMER PRODUCT for purposes of the Magnuson-Moss Warranty Act (15 U.S.C. § 2301, et seq.) installed or included in the HOME. Examples of Consumer Products include, but are not limited to, dishwasher, garbage disposal, gas or electric cook-top, range, range hood, refrigerator or refrigerator/freezer combination, gas oven, electric oven, microwave oven, trash compactor, automatic garage door opener, clothes washer and dryer, hot water heater, solar water heater, solar water heating panels, furnace, boiler, heat pump, air conditioning unit, humidifier, thermostat, and security alarm system.

**EMERGENCY CONDITION** means an event or situation that creates the imminent threat of damage to the HOME or COMMON ELEMENTS, or results in an unsafe living condition due to a CONSTRUCTION DEFECT

that YOU (or as applicable, the HOMEOWNERS ASSOCIATION) become aware of at a point in time other than OUR normal business hours and YOU were unable to obtain OUR or OUR authorized representative's prior written approval to initiate repairs to stabilize the condition or prevent further damage.

HOME means a single family residence either attached or detached covered by this LIMITED WARRANTY and the land on which it sits, or a condominium or cooperative unit in a multi-unit residential structure/building covered by this LIMITED WARRANTY, and the land on which it sits, except to the extent such unit, structure/building or land is part of the COMMON ELEMENTS.

HOME BUILDER'S LIMITED WARRANTY means only this express warranty document provided to YOU by US.

HOMEOWNER means the first person(s) to whom a HOME (or a unit in a multi-unit residential structure/building) is sold, or for whom such HOME is constructed, for occupancy by such person or such person's family, and such person's(s)' successors in title to the HOME, or mortgagees in possession and any representative of such person(s) who has standing to make a claim on that person(s) behalf, including any class representative or HOMEOWNERS ASSOCIATION making a claim in a representative capacity.

HOMEOWNERS ASSOCIATION means a profit or nonprofit corporation, unincorporated association, organization, partnership, assessment district, limited liability company, limited liability partnership or other entity of any kind that owns, manages, maintains, repairs, administers, or is otherwise responsible for and has standing to make a claim as to any part of the COMMON ELEMENTS.

POLLUTANTS means all solid, liquid, or gaseous irritants or contaminants. The term includes, but is not limited to, petroleum products, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, radon gas, and waste materials, including materials to be recycled.

PWC means Professional Warranty Service Corporation which administers the warranty program in which WE participate. As such, PWC assumes no other liabilities in connection with this LIMITED WARRANTY. The PWC mailing address is:

Professional Warranty Service Corporation  
P.O. Box 800, Annandale, VA 22003-0800

SYSTEMS means the following:

- (a) Plumbing system - gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; and water, gas and sewer services piping and their extensions to the tie-in of a public utility connection or on-site well and sewage disposal system.
- (b) Electrical system - all wiring, electrical boxes, switches, outlets, and connections up to the public utility connection.
- (c) Heating, Cooling, and Ventilation system - all duct-work; steam, water and refrigerant lines; and registers, connectors, radiation elements and dampers.

WARRANTY PERIOD shall commence on the date the title to the HOME is transferred to the first HOMEOWNER. Notwithstanding anything to the contrary set forth in this LIMITED WARRANTY, the WARRANTY PERIOD for the COMMON ELEMENTS of an individual structure/building commences on the date the title for the first HOME in the structure/building is transferred to the first HOMEOWNER or, as concerns clubhouses or outbuildings or other COMMON ELEMENTS not part of the HOME, the earlier of the date of substantial completion or the date title to these structures is transferred to the HOMEOWNERS ASSOCIATION. The dates the WARRANTY PERIOD begins and ends are indicated on the Limited Warranty Validation Form which is attached to and made part of this LIMITED WARRANTY.

WE, US, OUR means the BUILDER.

YOU, YOUR means the HOMEOWNER and the HOMEOWNERS ASSOCIATION.

**BINDING ARBITRATION REQUEST FORM**

Prior to requesting binding arbitration under the terms of the HOME BUILDER'S LIMITED WARRANTY, the initiating party should have sent the other party a clear and specific written request outlining the claim(s) or dispute(s) that are being submitted for decision through binding arbitration. If you have taken this step and believe the other party has not satisfactorily responded in accordance with the HOME BUILDER'S LIMITED WARRANTY, fill out this form and send it to PWC along with the arbitration filing fee. Be sure to attach a copy of all pertinent correspondence between you and the other party relative to the issue.

The information you need to fill out this form can be found on the Limited Warranty Validation Form. However, if you do not know the answers to any questions, write "Don't Know." Please do not leave any item blank.

Homeowner name(s): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_ CITY STATE ZIP

Home Phone : ( \_\_\_\_\_ ) \_\_\_\_\_ Business Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

LIMITED WARRANTY #: \_\_\_\_\_ Date Warranty Period begins: \_\_\_\_\_

Builder's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Describe the dispute that you wish to submit to binding arbitration under the terms of the HOME BUILDER'S LIMITED WARRANTY. If the dispute is relative to a construction defect please include information on when the construction defect(s) first occurred or when you first noticed the construction defect. (Attach additional sheets, if necessary).

I/we are hereby requesting PWC to initiate a binding arbitration to resolve the dispute described herein above.

\_\_\_\_\_  
Signature Date Signature Date

INSTRUCTIONS: Photo-copy this form and complete the fields.  
Obtain the required arbitration filing fee by contacting PWC at 1-800/850-2799.  
Send this Binding Arbitration Request Form and the arbitration filing fee to:

**PROFESSIONAL WARRANTY SERVICE CORPORATION**  
P. O. BOX 800  
ANNANDALE, VIRGINIA 22003-0800

## SUBSEQUENT HOME BUYER ACKNOWLEDGMENT AND TRANSFER

Any coverage remaining under the **HOME BUILDER'S LIMITED WARRANTY** applicable to the home specified on the Limited Warranty Validation Form is transferred to the subsequent homeowner.

The undersigned home buyer(s) hereby acknowledge and agree:

I/we acknowledge that I/we have reviewed, understand and agree to all the terms of the **HOME BUILDER'S LIMITED WARRANTY** document (PWC Form No. 117).

I/we understand and acknowledge that Professional Warranty Service Corporation ("PWC") is not the warrantor of the **HOME BUILDER'S LIMITED WARRANTY**.

I/we understand that I/we am/are responsible for the maintenance of the home including maintenance of the grade of the land surrounding the home, and that the Builder shall not be responsible for any defect or damage to the home which is the result of my/our failure to maintain the home.

I/we acknowledge and agree to the Binding Arbitration Procedure contained in the **HOME BUILDER'S LIMITED WARRANTY**.

Signature(s) of Subsequent Home Buyer(s): \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Print above name(s) \_\_\_\_\_

Re-issuance of the Limited Warranty Validation Form with the name(s) of the new Home Buyer(s) is not necessary for you to receive the coverage remaining under the **HOME BUILDER'S LIMITED WARRANTY**. Upon receipt of this signed form, PWC will update its records to reflect the name(s) of the new homeowner(s). If you want PWC to issue another Limited Warranty Validation Form with your name(s) on the form, please check the box below and send a check in the amount of \$20.00 made payable to "PWC" with your submission of this form.

YES, re-issue the Limited Warranty Validation Form in the above name(s)  (check box) Initial \_\_\_\_\_

Address of Home: \_\_\_\_\_

Limited Warranty No. \_\_\_\_\_

**INSTRUCTIONS:** Photo-copy this form. Provide information requested, sign, fill in Limited Warranty # in the space provided (this number is provided on the Limited Warranty Validation Form), and provide a telephone number where you can be reached (\_\_\_\_\_) \_\_\_\_\_. If you want the Limited Warranty Validation Form reissued in your name, enclose your check to PWC in the amount of \$20.00 (check box above and initial). To reach PWC by phone, call: 1-800/850-2799.

Mail this form and a photocopy of applicable settlement/closing documents indicating transfer of title, to:

PROFESSIONAL WARRANTY SERVICE CORPORATION P.O. BOX 800 ANNANDALE, VA 22003-0800