

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

Doc 2009-148543
SEP 28, 2009 08:02 AM

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail Pickup To:

Kiefer & Garneau LLC
Attention: Richard Kiefer, Esq.
444 Hana Hwy., Ste. 204
Kahului, Maui, Hawaii 96732
Telephone: (808) 871-6016

TITLE OF DOCUMENT:

**FOURTH AMENDMENT TO THE DECLARATION
OF CONDOMINIUM PROPERTY REGIME OF
THE BREAKERS (Formerly Known As "The West Maui Breakers")**

PARTIES TO DOCUMENT:

DOUGLAS E. MYERS

3702 LOWER HONOAPIILANI, LLC, a Colorado limited liability
company

TAX MAP KEY(S): (2) 4-3-006:069; CPR Nos. 1 through 114

CONDOMINIUM MAP NO. 813

(This document consists of 17 pages.)

**FOURTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF THE BREAKERS (Formerly Known As "The West Maui Breakers")**

THIS FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM PROPERTY REGIME OF THE BREAKERS (formerly known as "The West Maui Breakers") ("Amendment") is made on September 24, 2009, by DOUGLAS E. MYERS, Trustee of The Douglas E. Myers Revocable Trust dated June 8, 2005, with full powers to sell, lease, mortgage, exchange, or otherwise dispose of, or deal with any property of said Trust ("Developer") and 3702 LOWER HONOAPIILANI, LLC, a Colorado limited liability company ("LLC") (Developer and LLC are hereinafter collectively referred to as "Declarant").

RECITALS

A. Declarant executed the Declaration of Condominium Property Regime of The West Maui Breakers ("Declaration") on February 25, 2005 and recorded the Declaration in the State of Hawaii Bureau of Conveyances ("Bureau") as Document Number 2005-069181. Concurrently therewith Declarant recorded Condominium Map No. 813 in the Bureau (the "Condominium Map"). The Declaration and the Condominium Map established the West Maui Breakers condominium project (the "Project"). The Declaration has since been amended by the First Amendment dated January 22, 2007, recorded in the Bureau as Document Number 2007-020183, Second Amendment dated March 22, 2007, recorded in the Bureau as Document No. 2007-078772 and Third Amendment dated June 1, 2007, recorded in the Bureau as Document No. 2007-111924.

B. Developer and LLC are the Owners of all of the Apartments in the condominium project established by the Declaration and has not conveyed any Apartments.

C. As set forth in Sections N.5 and O of the Declaration, Declarant may amend the Declaration unilaterally and without the joinder or consent of any other Owner (i) as required by law, governmental agencies and mortgage lenders, and (ii) to file the "as built" verified statement (with plans, if applicable) regarding the Project's Condominium Map pursuant to Section 514A-12 of the Act, and the Declaration may otherwise be amended by affirmative vote of Owners of Apartments to which seventy-five percent of the Common Interest is appurtenant.

D. Pursuant to Sections N.5 and O of the Declaration, Declarant desires to file the "as built" verified statement regarding portions of the Condominium Map and to make certain other amendments to the Declaration as set forth below.

NOW THEREFORE, pursuant to Sections N.5 and O of the Declaration, the Declaration is hereby amended as follows:

1. Change of Project Name. The name of the condominium property regime shall be "The Breakers". The Project's former name, "The West Maui Breakers", is deleted from each place it occurs in the Declaration and replaced with "The Breakers".

2. As Built Certificate. Filed in the Bureau herewith is the verified statement of James S. Hillhouse, licensed architect for the Project (License No. AR-10985), certifying that the Condominium Map Site Plan, Parking Plan, and Buildings D and E Floor Plans and Elevations (Condominium Map Sheet Numbers A1.1, A1.2, A4.1, A4.2, A5.1 and A5.2), as modified by replacement Sheet No. A1.2 filed herewith, fully and accurately depict the layout, location, and dimensions of the improvements in the Project shown thereon as built.

3. Changes to Parking Stall Assignments. In order to change the assignments of certain parking stalls, Exhibit B to the Declaration is deleted and replaced with the new Exhibit B attached hereto.

4. Inclusion of Exterior Window Frames in Common Elements. The text of Section B.2.b(v) is deleted and replaced with "[intentionally omitted]", and the following words are added to the end of Section B.3.b immediately following "and all exterior windows": "and sliding doors and their frames, cranks and other window and sliding door hardware".

5. Section B.3.d is deleted in its entirety and restated as follows:

d. All roads, covered and uncovered parking areas, driveways, ramps, loading areas or zones, and walkways which are rationally of common use by Owners of more than one Apartment, including the following parking stalls shown on the Condominium Map which shall be guest parking stalls:
Stall Nos. 14, 12, 27, 28, 29, 35, 73, 88, 89, 90, 94, 96, 100, 101, 168, 169, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 200 and 201.

6. Amendment to Section B.4 (Limited Common Elements). Section B.4 of the Declaration is amended and restated in its entirety as follows:

4. Limited Common Elements. Certain parts of the Common Elements, herein called the "Limited Common Elements," are hereby designated, set aside and reserved for the exclusive use of certain Apartments, and such Apartments shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements as set forth herein. Except as provided in subsection c. below, the costs and expenses of every description pertaining to the Limited Common Elements, including but not limited to the costs of maintenance, repair, replacement, improvement or additions to the Limited Common Elements shall be a Common Expense. Notwithstanding anything to the contrary contained in this Declaration, no amendment of this Declaration affecting the Limited Common Elements appurtenant to an Apartment or

Apartments identified in subsections a. and b. shall be effective without the consent of the Owner or Owners affected.

a. Parking. The parking stalls for the Project are shown on the Condominium Map. Parking stalls are either assigned to individual apartments or designated as guest stalls. Parking stall assignments are listed in **Exhibit B**. Each Apartment's assigned parking stall shall be a Limited Common Element appurtenant to that Apartment. Upon compliance with Section 514A-14 of the Act, each Owner shall have the right, from time to time, to assign and reassign the parking stall(s) assigned the Owner's Apartment to another Apartment in the Project, provided that the Association and Managing Agent shall be promptly notified of all assignments and reassignments of parking stalls.

b. Mailboxes. Each Apartment shall have as a limited common element the mailbox located at the Project that bears the same number as the Apartment.

c. Building Structure. The Building Structure of Building A shall be a Limited Common Element appurtenant to the Apartments in Building A collectively. The Building Structures of Buildings B, C, D, E & F, collectively, shall be a Limited Common Element appurtenant to the Apartments in Buildings B, C, D, E & F, collectively. For purposes of this Declaration, a "Building" means a building in the Project that contains Apartments, which are shown on the Condominium Map as Buildings A through F, inclusive, and "Building Structure" means all portions of a Building that are not included within the Apartments as defined in Section B.2.b, including all perimeter and party walls, load bearing walls, columns, beams, trusses, foundations, footings, floor slabs, girders, supports, elevators, hallways, stairs and stairways, exterior walls, roofs and exterior paint or coating, and all other apparatus and installations existing for common use or support of the Apartments in the Building.

Notwithstanding anything to the contrary herein or in the Bylaws, (1) the costs and expenses of maintaining, repairing, renovating, and replacing the Building Structure of Building A, including reserves for such costs and expenses, shall be assessed only to the Owners of the 24 Apartments in Building A in proportion to their respective Common Interests, and (2) the costs and expenses of maintaining, repairing, renovating, and replacing the Building Structures of Buildings B, C, D, E & F, including reserves for such costs and expenses, shall be assessed only to the Owners of the 90 Apartments in Buildings B, C, D, E & F, collectively, in proportion to their respective Common Interests.

7. Project Phases. The following new Section N.8 is added to the Declaration, and the existing Section N.8 is renumbered Section N.9:

8. Reserved Right to Develop the Buildings In Phases. The Declarant shall have the reserved right to develop the Buildings in phases and to reduce or increase the number of Buildings and Apartments in the Project notwithstanding anything provided to the contrary. As of September 1, 2009, Buildings A, D and E are complete and shall be deemed the first phase of the Project. Building F shall be deemed the second phase of the Project, and Developer may elect to develop Buildings B and C as one or two additional phases.

a. Rights Incident to Exercise of this Reserved Right. Subject to the provisions above and in furtherance of the rights reserved to Developer hereunder, Developer, its successors and assigns, and their respective contractors and subcontractors, and their respective employees and agents, shall have the right and an easement to enter upon and use the Common Elements of the Project and do all things reasonably necessary, desirable or useful for designing, developing, constructing or completing such additional Buildings or phases, connecting the same to the utility installations of prior phase(s) of the Project, and selling the Apartments contained within the additional Buildings and phases, upon and subject to the following terms and conditions:

i. All additional Buildings, if constructed, shall be constructed in accordance with plans and specifications prepared by a licensed architect and in accordance with the floor plans and elevations contained in the Condominium Map; provided, however, that such plans and specifications shall not require the alteration or demolition of any existing Apartments for which a Apartment Deed has been recorded unless the Apartment Owner consents thereto;

ii. Developer shall have the right, without notice to, or the approval, consent or joinder of, the Association, any Owner, or any other person, to add, delete, relocate, realign, reserve and grant all easements and rights-of-way and to otherwise make alterations in and use the Common Elements for such development and construction, and to designate Limited Common Elements over, under and on the Common Elements, necessary or desirable with respect to the construction or use of any additional Building, including but not limited to easements and rights-of-way for utilities, sanitary and storm sewers, refuse disposal, driveways, parking areas and roadways; provided, that such easements, rights-of-way and limited common elements, upon completion, shall not unreasonably and materially impair the use of any existing Apartment;

iii. Every Owner and all holders of liens affecting any of the Apartments in the Project and each and every other party acquiring an interest in the Project or any part thereof, by acquiring such Apartment, lien or other interest, consents to and agrees that he/she/it shall, if required by law or by Developer, join in, consent to and execute all instruments and documents necessary or desirable to effect the granting

of easements and/or rights-of-ways and/or covenants or restrictions affecting the Common Elements or Limited Common Elements and/or the designation of Limited Common Elements or recharacterization of Common Elements provided for hereinabove; and appoints the Developer and its assigns as attorney-in-fact with full power of substitution to execute such documents and to do such things on his/her/its behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights and shall not be affected by disability of any such party; and

iv. The Developer, its contractors and subcontractors, and their respective employees and agents, shall not cause any interruption in utility service other than a temporary interruption in the service of utilities to the Project and shall use reasonable efforts without additional cost to the Developer and consistent with maintaining the progress of the design, development, construction, completion and sale, to minimize interference with the Apartment Owners' use and enjoyment of the Project.

The Developer shall further have the right to amend the Declaration, Bylaws and Condominium Map (notwithstanding the lease, sale or conveyance of any or all of the Apartments), without being required to obtain the consent or joinder of the Association, any Owner, lienholder or other persons, and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers, or privileges herein reserved to the Developer. Any such action shall be deemed taken by Developer as the true and lawful attorney-in-fact of the respective Owners. Each and every party acquiring an interest in the Project, by such acquisition, consents to the expansion of the Project by construction of all additional Buildings or phases, and to the recording of such documents as may be necessary to effect the same; agrees to execute such documents and do such other things as may be necessary or convenient to effect the same; and appoints the Developer and its assigns his attorney-in-fact with full power of substitution to execute such documents and to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights and shall not be affected by disability of any such party.

b. Effect of Exercise of This Reserved Right. Developer is under no obligation to construct any additional phases. However, if Developer should, in its sole discretion, elect to develop any Buildings or phases, the following consequences shall result:

i. This Declaration, the Bylaws and the Condominium Map, as any of them may be amended from time to time, shall be the Declaration, Bylaws, Condominium Map and Administrative Rules applicable to the expanded or modified Project, and there shall be only

one Association, one Board and one Managing Agent for the entire Project;

ii. The Developer shall for all purposes be deemed the Owner of the newly created or constructed Apartments and the Common Interest and other rights and easements appurtenant to such Apartments

iii. All Owners of newly created or constructed Apartments shall have the right to use the Common Elements of all of the Project to the same extent and subject to the same limitations as are imposed upon all Owners of Apartments in the initial phases of the Project;

iv. Each Apartment within the Project shall have appurtenant thereto an undivided Common Interest in the Common Elements of the Project as set forth in Exhibit B for the applicable phase of the development. The Common Interest assignments for the initial phase consisting of the Apartments in Buildings A, D and E is set forth in Schedule B-1; the Common Interest assignments when the second phase, Building F, is completed, is set forth in Schedule B-2; and the Common Interest assignments when the final phase, consisting of Buildings B and C is complete, is set forth in Schedule B-3. Upon addition of each additional phase, the Common Interest appurtenant to all Apartments that previously existed shall be deemed to be automatically adjusted to the revised Common Interest set forth in the applicable schedule attached to Exhibit B without the need for any joinder or consent by the Owners of such Apartments and without modification or amendment of the Apartment Deeds therefor. Each Owner, and any other person or entity that acquires any interest in an Apartment, by acquiring the Apartment or any interest therein shall be deemed to have irrevocably consented and agreed to such adjustments in the Apartment's Common Interest in accordance with this provision and Exhibit B. Each Apartment's undivided percentage Common Interest shall constitute such Apartment's proportionate interest in the common profits and common expenses of the expanded Project and such Apartment's proportionate representation for all other purposes, including voting in the Project; provided, however, that newly added Apartments shall not be assessed for Common Expenses nor shall they have any obligation with respect to debts or obligations incurred prior to the issuance of a temporary or permanent certificate of occupancy covering such Apartments. Except as provided in Section B.4(c), all reserve funds shall be consolidated and maintained as a single fund for the expanded Project; and if necessary so that the interest in such reserve funds attributable to each Apartment in the expanded Project shall be equal to that Apartment's Common Interest the Board may make adjustments to the account of each Apartment Owner from time to time as each additional Building or phase is constructed by: (i) refunding in whole or in part; and/or (ii) credit in whole or in part against future assessments; and/or (iii) special assessments or

series of assessments; and/or (iv) any other means consistent with generally accepted accounting principles; provided, however, that the Board shall make such adjustments without charging any Apartment Owner a special assessment for reserves in any one month which exceeds more than twenty percent (20%) of the monthly assessment for other common expenses, after excluding any assessments for reserves.

8. No Other Amendments; Execution. Except as provided above, the Declaration, as heretofore amended, remains in full force and effect. This Amendment may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. Duplicated unexecuted pages of the counterparts may be discarded and the remaining pages assembled as one document.

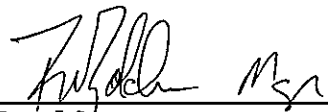
[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has executed this Amendment to
as of the date first set forth above.

 774

Douglas E. Myers, Trustee as aforesaid

3702 Lower Honoapiilani, LLC
By Gemini Capital, LLC
Its Manager

By:  _____
RV Golden
Its: MANAGER

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

On this 1 day of September, 2009, before me personally appeared DOUGLAS E. MYERS to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

TARA GARCIA
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 07/17/2010

Tara Garcia
Name: Tara Garcia
Notary Public, State of Colorado
My commission expires: 7/17/2010

STATE OF Colorado)
)
COUNTY OF Boulder) ss.

On this 1 day of September, 2009, before me personally appeared RV Golden to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

TARA GARCIA
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 07/17/2010

Tara Garcia
Name: Tara Garcia
Notary Public, State of Colorado
My commission expires: 7/17/2010

EXHIBIT B

Apartment Descriptions, Common Interest Ownership, and Parking Stall Assignment

Part 1 - Apartment Descriptions and Parking Stall Assignment

Building	Apartment No.	Apartment Type	Square Feet	Lanai Sq. Ft.	Total Sq. Ft.	Parking Stall(s)
BLDG. A	125	X-2	616	103	719	31
	126	X-3	607	103	710	30
	127	X-3	607	103	710	13
	128	X-3	607	103	710	12
	129	X-3	607	103	710	26
	130	X-2	616	103	719	11
	225	X-2	616	103	719	25
	226	X-3	607	103	710	10
	227	X-3	607	103	710	24
	228	X-3	607	103	710	9
	229	X-3	607	103	710	23
	230	X-2	616	103	719	8
	325	X-2	616	103	719	22
	326	X-3	607	103	710	7
	327	X-3	607	103	710	20
	328	X-3	607	103	710	6
	329	X-3	607	103	710	21
	330	X-2	616	103	719	3
	425	Y-6	829	103	932	5/75
	426	Y-7	814	103	917	4/76
427	Y-7	814	103	917	19/79	
428	Y-7	814	103	917	18/80	
429	Y-7	814	103	917	16/17	
430	Y-6	829	103	932	1/2	
BUILDING B	B-20	A	584	123	707	71
	B-21	B-HC	582	74	656	74
	B-22	B	578	74	652	70
	B-23	A	584	123	707	69
	B-24	A	584	123	707	81
	B-25	B	578	74	652	33
	B-26	B	578	74	652	34
	B-27	A	584	123	707	82
	B-30	A	584	123	707	47/48
	B-31	B	578	74	652	51/52
	B-32	B	578	74	652	49/50
	B-33	A	584	123	707	45/46
	B-34	A	584	123	707	43/44
	B-35	B	578	74	652	41/42
	B-36	B	578	74	652	39/40
	B-37	A	584	123	707	37/38
	B-40	G	903	123	1026	67/68
	B-41	D	436	74	510	72
B-42	H	825	74	899	63/64	
B-43	J	809	123	932	55/56	
B-44	J	809	123	932	53/54	
B-45	H	825	74	899	61/62	
B-46	D	436	74	510	32	
B-47	G	903	123	1026	65/66	

Building	Apartment No.	Apartment Type	Square Feet	Lanai Sq. Ft.	Total Sq. Ft.	Parking Stall(s)
BUILDING C	C-21	C	1399	135	1534	57/58
	C-22	C	1399	135	1534	59/60
	C-23	C	1399	135	1534	104/105
	C-24	C	1399	135	1534	106/107
	C-30	E	655	0	655	77
	C-31	E	655	0	655	78
BUILDING D	D-20	A	584	123	707	85
	D-21	B	578	74	652	98
	D-22	B	578	74	652	86
	D-23	A	584	123	707	87
	D-24	A	584	123	707	92
	D-25	B	578	74	652	93
	D-26	B-HC	582	74	656	97
	D-27	A	584	123	707	95
	D-30	A	584	123	707	108/109
	D-31	B	578	74	652	110/111
	D-32	B	578	74	652	120/121
	D-33	A	584	123	707	114/115
	D-34	A	584	123	707	116/117
	D-35	B	578	74	652	118/119
	D-36	B	578	74	652	130/131
	D-37	A	584	123	707	112/113
	D-40	G	903	123	1026	132/133
	D-41	D	436	74	510	83
	D-42	H	825	74	899	124/125
	D-43	J	809	123	932	126/127
	D-44	J	809	123	932	128/129
D-45	H	825	74	899	122/123	
D-46	D	436	74	510	84	
D-47	G	903	123	1026	134/135	
BUILDING E	E-20	A	584	123	707	172
	E-21	B-HC	582	74	656	173
	E-22	B	578	74	652	102
	E-23	A	584	123	707	174
	E-24	A	584	123	707	103
	E-25	B	578	74	652	170
	E-26	B	578	74	652	171
	E-27	A	584	123	707	175
	E-30	A	584	123	707	152/153
	E-31	B	578	74	652	140/141
	E-32	B	578	74	652	176/177
	E-33	A	584	123	707	158/159
	E-34	A	584	123	707	150/151
	E-35	B	578	74	652	148/149
	E-36	B	578	74	652	178/179
	E-37	A	584	123	707	154/155
	E-40	G	903	123	1026	136/137/91/ 99/182/195
	E-41	D	436	74	510	180
	E-42	H	825	74	899	142/143
	E-43	J	809	123	932	144/145
	E-44	J	809	123	932	146/147
E-45	H	825	74	899	156/157	
E-46	D	436	74	510	181	
E-47	G	903	123	1026	138/139	
BUILDING F	F-20	N	1111	246	1357	210/211
	F-21	L	1344	148	1492	206/207
	F-22	K	1055	246	1301	166/167
	F-23	K	1055	246	1301	164/165
	F-24	L	1344	148	1492	208/209

Building	Apartment No.	Apartment Type	Square Feet	Lanai Sq. Ft.	Total Sq. Ft.	Parking Stall(s)
	F-25	N	1111	246	1357	212/213
	F-40	J	809	123	932	160/161
	F-41	F	654	73	727	198/199
	F-42	M	1015	123	1138	202/203
	F-43	M	1015	123	1138	204/205
	F-44	F	654	73	727	196/197
	F-45	J	809	123	932	162/163
TOTALS			79,410	12,346	91,756	

Part 2 – Schedules of Apartment Common Interest Percentages

As set forth in Section N.8.b.4 of the Declaration, the Project is being developed in phases and the Common Interest appurtenant to each Apartment shall be adjusted upon the completion and addition of each phase. The Common Interest assignments for the initial phase consisting of the Apartments in Buildings A, D and E is set forth in Schedule B-1 attached hereto and incorporated herein by this reference. The Common Interest assignments when the second phase, Building F, is completed, is set forth in Schedule B-2 attached hereto and incorporated herein by this reference. The Common Interest assignments when the final phase, consisting of Buildings B and C is complete, is set forth in Schedule B-3 attached hereto and incorporated herein by this reference.

Schedule B-1

Common Interest Percentages -- Buildings A, D and E

BLDG/Unit No.	Common Interest Percentage		BLDG/Unit No.	Common Interest Percentage
Building A				
125	1.3280%		D-34	1.2590%
126	1.3086%		D-35	1.2461%
127	1.3086%		D-36	1.2461%
128	1.3086%		D-37	1.2590%
129	1.3086%		D-40	1.9467%
130	1.3280%		D-41	0.9399%
225	1.3280%		D-42	1.7786%
226	1.3086%		D-43	1.7441%
227	1.3086%		D-44	1.7441%
228	1.3086%		D-45	1.7786%
229	1.3086%		D-46	0.9399%
230	1.3280%		D-47	1.9467%
325	1.3280%		Building E	
326	1.3086%		E-20	1.2590%
327	1.3086%		E-21	1.2547%
328	1.3086%		E-22	1.2461%
329	1.3086%		E-23	1.2590%
330	1.3280%		E-24	1.2590%
425	1.7872%		E-25	1.2461%
426	1.7548%		E-26	1.2461%
427	1.7548%		E-27	1.2590%
428	1.7548%		E-30	1.2590%
429	1.7548%		E-31	1.2461%
430	1.7872%		E-32	1.2461%
Building D			E-33	1.2590%
D-20	1.2590%		E-34	1.2590%
D-21	1.2461%		E-35	1.2461%
D-22	1.2461%		E-36	1.2461%
D-23	1.2590%		E-37	1.2590%
D-24	1.2590%		E-40	1.9467%
D-25	1.2461%		E-41	0.9399%
D-26	1.2547%		E-42	1.7786%
D-27	1.2590%		E-43	1.7441%
D-30	1.2590%		E-44	1.7440%
D-31	1.2461%		E-45	1.7786%
D-32	1.2461%		E-46	0.9399%
D-33	1.2590%		E-47	1.9460%

Total **100.0000%**

Schedule B-2
Common Interest Percentages -- Buildings A, D, E and F

BLDG/Unit No.	Common Interest Percentage		BLDG/Unit No.	Common Interest Percentage
Building A			D-42	1.4136%
125	1.0555%		D-43	1.3862%
126	1.0401%		D-44	1.3862%
127	1.0401%		D-45	1.4136%
128	1.0401%		D-46	0.7471%
129	1.0401%		D-47	1.5472%
130	1.0555%		Building E	
225	1.0555%		E-20	1.0007%
226	1.0401%		E-21	0.9972%
227	1.0401%		E-22	0.9904%
228	1.0401%		E-23	1.0007%
229	1.0401%		E-24	1.0007%
230	1.0555%		E-25	0.9904%
325	1.0555%		E-26	0.9904%
326	1.0401%		E-27	1.0007%
327	1.0401%		E-30	1.0007%
328	1.0401%		E-31	0.9904%
329	1.0401%		E-32	0.9904%
330	1.0555%		E-33	1.0007%
425	1.4204%		E-34	1.0007%
426	1.3947%		E-35	0.9904%
427	1.3947%		E-36	0.9904%
428	1.3947%		E-37	1.0007%
429	1.3947%		E-40	1.5472%
430	1.4204%		E-41	0.7471%
Building D			E-42	1.4136%
D-20	1.0007%		E-43	1.3862%
D-21	0.9904%		E-44	1.3862%
D-22	0.9904%		E-45	1.4136%
D-23	1.0007%		E-46	0.7471%
D-24	1.0007%		E-47	1.5472%
D-25	0.9904%		Building F	
D-26	0.9972%		F-20	1.9036%
D-27	1.0007%		F-21	2.3020%
D-30	1.0007%		F-22	1.8077%
D-31	0.9904%		F-23	1.8077%
D-32	0.9904%		F-24	2.3020%
D-33	1.0007%		F-25	1.9036%
D-34	1.0007%		F-40	1.3862%
D-35	0.9904%		F-41	1.1206%
D-36	0.9904%		F-42	1.7392%
D-37	1.0007%		F-43	1.7392%
D-40	1.5472%		F-44	1.1206%
D-41	0.7471%		F-45	1.3862%

Total **100.0000%**

Schedule B-3
Common Interest Percentages - Buildings A, B, C, D, E and F

BLDG/Unit No.	Common Interest Percentage		BLDG/Unit No.	Common Interest Percentage		BLDG/Unit No.	Common Interest Percentage
Building A							
125	0.7651%		B-37	0.7253%		D-47	1.1215%
126	0.7539%		B-40	1.1215%		Building E	
127	0.7539%		B-41	0.5415%		E-20	0.7253%
128	0.7539%		B-42	1.0247%		E-21	0.7229%
129	0.7539%		B-43	1.0048%		E-22	0.7179%
130	0.7651%		B-44	1.0048%		E-23	0.7253%
225	0.7651%		B-45	1.0247%		E-24	0.7253%
226	0.7539%		B-46	0.5415%		E-25	0.7179%
227	0.7539%		B-47	1.1215%		E-26	0.7179%
228	0.7539%		Building C			E-27	0.7253%
229	0.7539%		C-21	1.7376%		E-30	0.7253%
230	0.7651%		C-22	1.7376%		E-31	0.7179%
325	0.7651%		C-23	1.7376%		E-32	0.7179%
326	0.7539%		C-24	1.7376%		E-33	0.7253%
327	0.7539%		C-30	0.8135%		E-34	0.7253%
328	0.7539%		C-31	0.8135%		E-35	0.7179%
329	0.7539%		Building D			E-36	0.7179%
330	0.7651%		D-20	0.7253%		E-37	0.7253%
425	1.0296%		D-21	0.7179%		E-40	1.1215%
426	1.0110%		D-22	0.7179%		E-41	0.5415%
427	1.0110%		D-23	0.7253%		E-42	1.0247%
428	1.0110%		D-24	0.7253%		E-43	1.0048%
429	1.0110%		D-25	0.7179%		E-44	1.0048%
430	1.0296%		D-26	0.7229%		E-45	1.0247%
Building B			D-27	0.7253%		E-46	0.5415%
B-20	0.7253%		D-30	0.7253%		E-47	1.1215%
B-21	0.7229%		D-31	0.7179%		Building F	
B-22	0.7179%		D-32	0.7179%		F-20	1.3799%
B-23	0.7253%		D-33	0.7253%		F-21	1.6693%
B-24	0.7253%		D-34	0.7253%		F-22	1.3103%
B-25	0.7179%		D-35	0.7179%		F-23	1.3103%
B-26	0.7179%		D-36	0.7179%		F-24	1.6693%
B-27	0.7253%		D-37	0.7253%		F-25	1.3799%
B-30	0.7253%		D-40	1.1215%		F-40	1.0048%
B-31	0.7179%		D-41	0.5415%		F-41	0.8126%
B-32	0.7179%		D-42	1.0247%		F-42	1.2607%
B-33	0.7253%		D-43	1.0048%		F-43	1.2607%
B-34	0.7253%		D-44	1.0048%		F-44	0.8126%
B-35	0.7179%		D-45	1.0247%		F-45	1.0048%
B-36	0.7179%		D-46	0.5415%			

Total **100.0000%**