àlia

888 ALA MOANA

PROJECT DOCUMENTS
January 2026

TABLE OF CONTENTS

SECTION I

Amendment 1 to the First Amended Developer's Public Report for Ālia at 888 Ala Moana *8.12.2024*
First Amended Developer's Public Report for Ālia at 888 Ala Moana *7.5.2024*

SECTION II

Second Amendment to Declaration of Condominium Property Regime of Ālia at 888 Ala Moana *10.4.2024*
First Amendment to Declaration of Condominium Property Regime of Ālia at 888 Ala Moana *6.25.2024*
Declaration of Condominium Property Regime of Ālia at 888 Ala Moana *11.21.2022*

SECTION III

First Amendment to Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana *6 .25.2024*
Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana *11.21.2022*

SECTION IV

Amended and Restated Condominium Map for Ālia at 888 Ala Moana *6.25.2024*

SECTION V

Draft Rules & Regulations of the Association of Unit Owners of Ālia at 888 Ala Moana,
as may be amended

SECTION VI

Form of Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney for Ālia at 888 Ala Moana

SECTION VII

Ālia at 888 Ala Moana Escrow Agreement *9.21.2022*

SECTION I

Amendment 1 to the First Amended Developer's Public Report for Ālia at 888 Ala Moana 8.12.2024

IMPORTANT - - Read This Developer Prepared Report Before Buying

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

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

CONDOMINIUM PROJECT NAME:	ĀLIA AT 888 ALA MOANA
PROJECT ADDRESS:	888 Ala Moana Boulevard Honolulu, Hawaii 96814
REGISTRATION NUMBER:	8910
EFFECTIVE DATE OF REPORT:	August 12, 2024
THIS AMENDMENT:	☒ Must be read together with ☐ Developer's Public Report: Effective Date _____ ☒ Amended Or Amendment Report: Effective date July 5, 2024 ☐ Supersedes all prior amendments: Includes all prior amendment(s) and must be read together with: ☐ Developer's Public Report: Effective Date _____ ☐ Amended Report: Effective date _____
DEVELOPER(S):	888 Alia Owner, L.P.

Preparation of this Amendment

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

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS, as any change that directly, substantially, and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements or (2) those amenities of the project available for the purchaser's use.

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

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

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

The law defines "material facts" as any fact, defect, or condition, past or present, that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale. This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

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

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

Summary of Changes from Earlier Developer's Public Report:

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

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

1. Use of Purchasers' Deposits for Project Construction Costs. Hawaii Revised Statutes ("**HRS**") Section 514B-92 permits Developer to use purchasers' deposits before closing and prior to the completion of construction of the Project for the purpose of paying construction and related costs, provided that Developer has submitted all information and documents required by law and the Real Estate Commission of the State of Hawaii (the "**Commission**"), as set forth in HRS Section 514B-92. As of the effective date of this Report, Developer has submitted all such information and documents required by law and the Commission, including:

    a. A Project budget showing all costs that are required to be paid in order to complete the Project;

    b. Evidence satisfactory to the Commission of the availability of sufficient funds to pay all costs required to be paid in order to complete the Project;

    c. A copy of the executed AIA Form A102 – 2017 Standard Form Agreement Between Owner and Contractor dated November 14, 2023, between 888 Ālia LLC, as Owner, and Albert C. Kobayashi, Inc., as the Contractor, as amended and Assignment and Assumption of Construction Contract dated May 23, 2024, with 888 Ālia LLC, as assignor, and Developer, as assignee;

    d. A copy of the Building Permit for the Project – New Super Structure issued on January 4, 2024 ("**Superstructure Permit**") (see Paragraph 31 of Section 6 on page 19e for further discussion of the Superstructure Permit); and

    e. Copies of the Performance Bond and the Payment Bond, both identified as Bond No. 107949683 for the Project dated July 9, 2024, with Albert C. Kobayashi, Inc., as principal, Travelers Casualty and Surety Company of America, as surety, Developer, as primary obligee, and Landowner (as defined below) and JPMorgan Chase Bank, National Association, as additional obligee.

    Because Developer has submitted all information and documents required by law and the Commission, Box A has been checked in Section 5.6.2 on page 15 of this Report rather than Box B, which was checked on page 15 of the First Amended Developer's Public Report ("**Amended Public Report**"). Section B.19 on page 1o of the Amended Public Report has been updated to reflect that Developer has satisfied the requirements of HRS Section 514B-92. The note in all capital letters on page 1p of the Amended Public Report has been updated to refer to Box A instead of Box B.

    NOTE THAT THIS MEANS THAT DEVELOPER WILL BE USING PURCHASERS' DEPOSITS BEFORE CLOSING AND PRIOR TO THE COMPLETION OF CONSTRUCTION OF THE PROJECT TO PAY CONSTRUCTION AND RELATED PROJECT COSTS IN ACCORDANCE WITH HRS SECTION 514B-92. AS PROVIDED IN BOX A ON PAGE 15:

Changes continued:

Important Notice Regarding Your Deposits: Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.

2. Acquisition of Underlying Land. Developer acquired the land underlying the project by Limited Warranty Deed with Reservations and Covenants, dated July 17, 2024, and recorded at the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-89640447. To reflect the acquisition:

    a. Section B.4 on pages 1e to 1f (Ownership of the Land) of the Amended Public Report has been deleted in its entirety and replaced with "[INTENTIONALLY DELETED]".

    b. Section 1.1 on page 3 has been updated to show that Developer is the fee owner of the land underlying the Project.

3. Encumbrances Against Title. Section 1.12 on page 5 has been updated to reflect the updated title report from Title Guaranty of Hawaii, LLC. Exhibit "F" has been updated to reflect said updated title report and the new encumbrances to title, including the following encumbrances in connection with the acquisition of the land underlying the Project and the construction loan for the Project:

    a. COMMUNITY CHARTER FOR Kaiāulu ʻo Kakaʻako dated September 16, 2014, recorded at the Bureau as Document No. A-53740943, as amended (the "**Master Charter**"), as supplemented by Supplement to Community Charter for Kaiāulu ʻo Kakaʻako (Land Block I) dated July 17, 2024, recorded at the Bureau as Document No. A-89640445;

    b. DECLARATION OF COVENANTS RUNNING WITH THE LAND (Land Block I) by the Trustees of the Estate of Bernice Pauahi Bishop, a charitable educational trust ("**Landowner**") (dated July 17, 2024, recorded at the Bureau as Document No. A-89640446);

    c. Unrecorded Articles of Incorporation of the Kaiāulu ʻo Kakaʻako Owners Association, Inc.;

    d. By-laws of the Kaiāulu ʻo Kakaʻako Owners Association, Inc., attached to and recorded with the Master Charter;

    e. The Rules of Kaiāulu ʻo Kakaʻako Owners Association, Inc., attached to and recorded with the Master Charter;

    f. Unrecorded Kaiāulu ʻo Kakaʻako Architectural Guidelines, revised March 7, 2011;

    g. Unrecorded Kaiāulu ʻo Kakaʻako Master Plan: Civic Space Design, Design Guidelines for Open Spaces;

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

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

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

888 Alia Owner, L.P.
Printed Name of Developer

Duly Authorized Signatory*

August 2, 2024
Date

Alana Kobayashi Pakkala, Authorized Signatory of
888 Ālia LLC, its authorized agent of Developer
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

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

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

Changes continued:

h. Limited Warranty Deed with Reservations and Covenants dated July 17, 2024, with Landowner, as Grantor, and Developer, as Grantee, recorded at the Bureau as Document No. A-89640447;

i. Joint Development Agreement dated July 17, 2024, with Developer recorded at the Bureau as Document No. A-89640448;

j. Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated July 17, 2024, with Developer, as Mortgagor, and JPMorgan Chase Bank, National Association, as Mortgagee, recorded at the Bureau as Document No. A-89640450 (the "**Mortgage**"); and

k. Collateral Assignment Developer's Rights dated July 17, 2024, with Developer as Assignor, and JPMorgan Chase Bank, National Association, as Assignee, recorded at the Bureau as Document No. A-89640451-52.

4. Blanket Liens. Section 5.3 on page 13 has been updated to reflect the recordation of the Mortgage as a blanket lien on the Project. Section 5.3, as continued on page 13a, explains the effect of a default by Developer or lien foreclosure prior to a purchaser's acquisition of his or her Unit.

in effect on September 2, 2009 ("**Mauka Area Rules**"), and to comply with all applicable permits, laws, rules, ordinances, and other governmental requirements that pertain to the Project. The Project is also subject to the HCDA's District-Wide Improvement Assessment Program and will be assessed for the cost of improvements made outside, but in the vicinity of the Project. If any such assessments are made, the owners shall be responsible for and shall pay their respective prorated share of any such assessment.

3. **Kaiāulu ʻo Kakaʻako; Master Plan**. The land underlying the Project (the "**Land**") will be annexed into the Community Charter for Kaiāulu ʻo Kakaʻako dated September 16, 2014 and recorded at the Bureau as Document No. A-53740943, as amended or supplemented ("**Master Charter**") and is part of an urban, mixed-use master planned community called, "Kaiāulu ʻo Kakaʻako in the City and County of Honolulu.

   The Project will be one of multiple projects to be located in "Kaiāulu ʻo Kakaʻako" or the "Community." The Master Charter, the By-Laws of Kaiāulu ʻo Kakaʻako Owners Association ("**Master By-Laws**") recorded as an exhibit to the Master Charter, and other "Governing Documents" as defined in the Master Charter ("**Master Governing Documents**"), as the same may be amended and/or supplemented from time to time, create rules and regulations for operation and being a part of the Community, including, without limitation, any assessments, voting rights, design restrictions, and the design review process set forth therein, if applicable. By acquiring an interest in the Project, each owner agrees to carefully review, observe, and comply with all covenants, conditions, restrictions, and other requirements to which the Project is subject under the Master Charter and Master By-Laws, including memberships in the Kaiāulu ʻo Kakaʻako Owners Association and the payment of such sums as may be assessed pursuant to such Master Charter or Master By-Laws ("**Master Assessments**") for the Project's share of common expenses for Kaiāulu ʻo Kakaʻako. Further, Developer shall have the reserved right, without the consent of any owners or such owners' mortgagees, to amend the Declaration and to enter into any agreements and to grant easements and to do all things necessary and convenient to effect and implement the purposes of the Master Charter, Master By-Laws, and other Master Governing Documents and to execute, record, and deliver any and all documents necessary to effect the same, including, but not limited to, any amendments to the Declaration and to the Condominium Map. In the event of a conflict between the Declaration and Bylaws and the Master Charter and/or Master By-Laws and other Master Governing Documents, the Master Charter and/or Master By-Laws and other Master Governing Documents, as applicable, shall control. Upon such annexation, the Declaration, the Bylaws, and the Condominium Map shall be subordinated to the Master Charter and the Master By-Laws, together with such rules and regulations promulgated thereto. Purchasers should review Exhibit "N" for further information.

4. **[INTENTIONALLY DELETED]**

5. **Planned Development Permit**. HCDA issued its Findings of Fact, Conclusions of Law, and Decision and Order approving Planned Development Permit Application No. KAK 22-042 (the "**PD Permit**") to an affiliate of 888 Ālia LLC in connection with the Project. The PD Permit, subject to certain conditions contained therein, allowed certain modifications to existing zoning rules, including modifications to: (a) increase the mixed-use platform height from forty-five (45) to sixty (60) feet, including an additional twelve (12) feet for accessory structures, having a total of less than fifteen percent (15%) of the podium roof area, and an additional eighteen (18) feet for structures that will house elevator machinery on the podium roof; and (b) encroach into the view corridor height and slope setback for 54% of Ala Moana Boulevard frontage. The PD Permit has been assigned to Developer.

6. **Joint Development Agreement; Memorandum of PD Permit**. The PD Permit requires that Developer record with the Bureau a joint development agreement to permit the development of the Land, which is made up of multiple lots, as a single development. Additionally, the PD Permit requires that Developer record a memorandum of the PD Permit with the Bureau. These documents will be recorded prior to the closing of Units in the Project.

7. **Reserved Housing Units**. Pursuant to the PD Permit, Developer will designate forty (40) Residential Units in the Project to be initially sold as reserved housing units ("**Reserved Housing Units**") for purchase by persons who meet certain eligibility requirements under the Mauka Area Rules, as determined by HCDA. The sales of Reserved Housing Units are subject to the jurisdiction of HCDA and the terms and restrictions of the Mauka Area Rules, which include, without limitation, residency requirements, income and asset limits, occupancy requirements, HCDA buy-back rights, and shared equity requirements. PURCHASERS WHO WISH TO PURCHASE A RESERVED HOUSING UNIT SHOULD CONSULT WITH DEVELOPER TO DETERMINE IF RESERVED HOUSING UNITS HAVE BEEN DESIGNATED BY DEVELOPER AND ARE CURRENTLY BEING OFFERED FOR SALE, AND TO FURTHER DETERMINE APPLICABLE ELIGIBILITY REQUIREMENTS AND OWNERSHIP RESTRICTIONS TO QUALIFY FOR THE PURCHASE OF A RESERVED HOUSING UNIT PRIOR TO SIGNING A PURCHASE AGREEMENT FOR A RESERVED HOUSING UNIT.

8. **Deferred Compensation**. The recorded deed by which Developer acquires title to the Land contains a covenant to pay certain amounts to Landowner upon close of sale of Units in the Project. At closing, Units shall be released from this covenant.

9. **Reserved Rights of Developer**. Exhibit "G" to this Public Report sets forth a summary of certain reserved rights of Developer. These rights will continue even after completion of the Project and closings of the sales of units and title is transferred to owners, until December 31, 2042. Purchasers should note that among those rights that are reserved to Developer is the right to change the Units and amenities in the Project. Generally, these changes, if made, are not "material changes" that will permit a purchaser to rescind a purchase agreement. Note, however, that if such a change results in a decrease in net living area of a Unit by more than two percent (2%), it will be deemed to be a material change that would permit a purchaser to rescind the sale.

   By signing a Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney for Ālia at 888 Ala Moana, a purchaser consents to the exercise by Developer of any of Developer's reserved rights and the appointment of Developer as the purchaser's attorney-in-fact. See Section D of Exhibit "L" for more information.

10. **Private Roads**. Portions of Kō'ula Street and portions of Auahi Street are privately owned streets, and use of such streets is permissive and subject to revocation by the third parties owning the same. Purchasers should review Sections 6.29 and 6.30 on pages 19d and 19e for further information.

11. **Dispute Resolution; Waivers**. The following provisions apply to the resolution of covered disputes arising in connection with a purchase agreement or the Declaration, respectively:

    A. **Purchase Agreement (Section E.38):** The following provisions apply to the resolution of Disputes (as defined below):

PURPOSE AND EXCLUSIVITY. THE PURPOSE OF THESE DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES (THE "**PROCEDURES**") IS TO PROVIDE DEVELOPER AND ITS OFFICERS, AGENTS, EMPLOYEES, BROKERS, OTHER REPRESENTATIVES, OR ANY PURCHASER OR OTHER OWNER OF AN INTEREST IN THE UNIT AND ANY PERSONS CLAIMING THEREUNDER (COLLECTIVELY FOR PURPOSES OF THIS SECTION, THE "**PARTIES**") WITH A MECHANISM TO RESOLVE DISPUTES THAT MAY DEVELOP IN THE FUTURE CONCERNING THE PROJECT OR THE UNIT. THE PARTIES AGREE THAT THESE PROCEDURES SHALL BE THE EXCLUSIVE METHOD TO RESOLVE ALL DISPUTES AND THAT THE GOAL OF THE PARTIES IN AGREEING TO THESE PROCEDURES IS TO ENSURE THAT ALL DISPUTES ARE RESOLVED IN THE MOST EXPEDITIOUS AND INEXPENSIVE MANNER POSSIBLE. ALL PROVISIONS OF THESE PROCEDURES ARE TO BE INTERPRETED WITH THIS PURPOSE IN MIND. NOTWITHSTANDING THE FOREGOING, THESE PROCEDURES ARE NOT MEANT TO LIMIT IN ANY WAY (i) THE RIGHTS OF THE ASSOCIATION OR ITS BOARD TO PURSUE THEIR LEGAL REMEDIES IN THE CASE OF ANY DELINQUENCY IN THE PAYMENT OF MAINTENANCE FEES, OR IN THE

ENFORCEMENT OF THE PROVISIONS OF THE DECLARATION, BYLAWS, OR HOUSE RULES, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, (ii) THE RIGHTS AND REMEDIES OF ANY LENDER THAT SEEKS TO ENFORCE ITS REMEDIES AGAINST DEVELOPER, ANY OWNER, THE ASSOCIATION, OR ANY OTHER PARTY, (iii) ANY CONTRACT THAT DEVELOPER MAY ENTER INTO WITH A CONTRACTOR TO BUILD THE PROJECT, AND (iv) THE RIGHTS OF PARTIES TO PURSUE OTHER DISPUTE RESOLUTION PROCEDURES IF THE PROCEDURES DO NOT RESULT IN THE RESOLUTION OF THE DISPUTE IN QUESTION.

1. DEFINITION. "**DISPUTES**" MEANS AND INCLUDES ANY AND ALL ACTIONS, CLAIMS, OR DISPUTES BY, BETWEEN, OR AMONG THE PARTIES: (a) THAT ARISE OUT OF: THE PROJECT; THIS PURCHASE AGREEMENT; DOCUMENTS RELATING TO THE ASSOCIATION; ANY OTHER AGREEMENTS BETWEEN THE PARTIES; THE SALE OF A UNIT; THE USE OR CONDITION OF ANY IMPROVEMENT OR ANY PORTION THEREOF; THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENT OR ANY PORTION THEREOF; OR ANY CONDITION ON OR AFFECTING THE PROJECT OR ANY PORTION THEREOF; INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSTRUCTION DEFECTS, SURVEYS, SOILS CONDITIONS, GRADING, SPECIFICATIONS, INSTALLATION OF IMPROVEMENTS, OR DISPUTES WHICH ALLEGE BREACH OF IMPLIED OR EXPRESS WARRANTIES AS TO THE CONDITION OF ANY IMPROVEMENT OR THE PROJECT; AND (b) WHERE THE TOTAL AMOUNT IN CONTROVERSY (INCLUDING ALL CLAIMS AND COUNTERCLAIMS) IS GREATER THAN THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00). NOTWITHSTANDING ANYTHING ELSE IN THIS SECTION TO THE CONTRARY, ANY ACTION OR CLAIM BY OR BETWEEN DEVELOPER AND PURCHASER ARISING OUT OF OR INCIDENT TO THE PURCHASE AGREEMENT THAT IS RAISED OR OTHERWISE ASSERTED BEFORE THE CLOSING DATE NEED NOT BE SUBMITTED TO ALTERNATIVE DISPUTE RESOLUTION AS PROVIDED HEREIN, AND DEVELOPER AND PURCHASER SHALL BE FREE TO PURSUE SUCH ACTION OR CLAIM AS OTHERWISE PROVIDED HEREIN, IN PROCEEDINGS BEFORE ANY COURT OF COMPETENT JURISDICTION. PURCHASER AND DEVELOPER AGREE THAT ANY JUDICIAL PROCEEDINGS INITIATED UNDER THE PRECEDING SENTENCE SHALL BE CONDUCTED IN HONOLULU, HAWAII.

2. KNOWING RELEASE. THE PARTIES ACKNOWLEDGE THAT THE PROCEDURES HAVE BEEN A MATERIAL INDUCEMENT FOR THEM TO ENTER INTO THIS PURCHASE AGREEMENT. TO ACCOMPLISH THE PURPOSE OF THESE PROCEDURES, THE PARTIES, WITH RESPECT TO ANY DISPUTE, AND ANY PROHIBITED LITIGATION REFERRED TO IN SUBSECTION 6 BELOW, WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION THAT IS BASED UPON OR ARISING OUT OF SUCH DISPUTE, OR SUCH PROHIBITED LITIGATION. IN ADDITION, WITH RESPECT TO ANY DISPUTE OR PROHIBITED LITIGATION, THE PARTIES WAIVE ANY AND ALL RIGHTS THAT EITHER OF THEM MAY HAVE TO RECOVER ANY TYPE OF PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR TREBLE OR OTHER MULTIPLE DAMAGES PROVIDED FOR BY ANY STATUTE OR RULE; PROVIDED, HOWEVER, THAT SUCH WAIVER SHALL NOT EXTEND TO ANY ACTIONS DEEMED TO CONSTITUTE INTENTIONAL AND RECKLESS CONDUCT BY THE ARBITRATOR SELECTED FOR BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS OF SUBSECTION 5 BELOW. NOTHING CONTAINED IN THIS SUBSECTION SHALL PRECLUDE THE RECOVERY OF OTHER DAMAGES OR ATTORNEYS' FEES AND COSTS AS AND TO THE EXTENT PROVIDED ELSEWHERE IN THE PURCHASE AGREEMENT.

3. NOTICE. EXCEPT FOR DISPUTES RELATING TO CONSTRUCTION DEFECTS, WHICH SHALL BE GOVERNED BY THE CONTRACTOR REPAIR ACT, CHAPTER 672E OF THE HAWAII REVISED STATUTES (THE "**CONTRACTOR REPAIR ACT**"), ANY PERSON WITH A DISPUTE SHALL NOTIFY THE PARTY TO WHOM THE DISPUTE IS DIRECTED IN WRITING OF THE DISPUTE, WHICH WRITING SHALL DESCRIBE THE NATURE OF THE DISPUTE AND ANY PROPOSED REMEDY (THE "**DISPUTE NOTICE**"). WITHIN A REASONABLE PERIOD AFTER RECEIPT OF THE DISPUTE NOTICE, WHICH PERIOD SHALL NOT EXCEED SIXTY (60) CALENDAR DAYS, THE PARTIES TO THE DISPUTE,

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

4. MEDIATION. IF THE PARTIES TO THE DISPUTE CANNOT RESOLVE SUCH DISPUTE PURSUANT TO THE CONTRACTOR REPAIR ACT OR THE PROCEDURES DESCRIBED ABOVE, THE MATTER SHALL BE SUBMITTED TO MEDIATION PURSUANT TO THE PROCEDURES ADOPTED BY DISPUTE PREVENTION AND RESOLUTION, INC. LOCATED IN HONOLULU, HAWAII (EXCEPT AS SUCH PROCEDURES ARE MODIFIED BY THE PROVISIONS OF THIS SUBSECTION) OR ANY SUCCESSOR THERETO OR TO ANY OTHER ENTITY OFFERING MEDIATION SERVICES THAT IS ACCEPTABLE TO THE PARTIES. THE MEDIATOR SHALL BE SELECTED WITHIN FIFTEEN (15) BUSINESS DAYS OF THE SUBMITTAL OF THE DISPUTE TO MEDIATION. NO PERSON SHALL SERVE AS A MEDIATOR IN ANY DISPUTE IN WHICH THE PERSON HAS ANY FINANCIAL OR PERSONAL INTEREST IN THE RESULT OF THE MEDIATION, EXCEPT BY THE WRITTEN CONSENT OF ALL PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION. PRIOR TO ACCEPTING ANY APPOINTMENT, THE PROSPECTIVE MEDIATOR SHALL DISCLOSE ANY CIRCUMSTANCES LIKELY TO CREATE A PRESUMPTION OF BIAS OR TO PREVENT A PROMPT COMMENCEMENT OF THE MEDIATION PROCESS.

a. POSITION LETTER; PRE-MEDIATION CONFERENCE. WITHIN TEN (10) BUSINESS DAYS OF THE SELECTION OF THE MEDIATOR, EACH PARTY TO THE DISPUTE PARTICIPATING IN THE MEDIATION SHALL SUBMIT A LETTER SETTING FORTH A CONCISE DESCRIPTION OF ITS POSITION WITH REGARD TO THE ISSUES THAT NEED TO BE RESOLVED. SUCH LETTER SHALL BE OF A LENGTH AND MEET THE FORMATTING SPECIFICATIONS ESTABLISHED BY THE MEDIATOR, PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE MEDIATOR REQUIRE SUCH LETTER TO BE LESS THAN FIVE (5) SINGLE-SPACED PAGES. THE MEDIATOR SHALL HAVE THE RIGHT TO SCHEDULE A PRE-MEDIATION CONFERENCE AND ALL PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION SHALL ATTEND UNLESS OTHERWISE AGREED. THE MEDIATION SHALL BE COMMENCED WITHIN TEN (10) BUSINESS DAYS FOLLOWING THE SUBMITTAL OF THE LETTER AND SHALL BE CONCLUDED WITHIN FIFTEEN (15) BUSINESS DAYS FROM THE COMMENCEMENT OF THE MEDIATION UNLESS THE PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION MUTUALLY AGREE TO EXTEND THE MEDIATION PERIOD. THE MEDIATION SHALL BE HELD IN HONOLULU, HAWAII OR SUCH OTHER PLACE AS IS MUTUALLY ACCEPTABLE TO THE PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION.

b. CONDUCT OF MEDIATION. THE MEDIATOR HAS DISCRETION TO CONDUCT THE MEDIATION IN THE MANNER THAT THE MEDIATOR BELIEVES IS MOST APPROPRIATE FOR REACHING A SETTLEMENT OF THE DISPUTE. THE MEDIATOR IS AUTHORIZED TO CONDUCT JOINT AND SEPARATE MEETINGS WITH THE PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION AND TO MAKE ORAL AND WRITTEN RECOMMENDATIONS FOR SETTLEMENT. WHENEVER NECESSARY, THE MEDIATOR MAY ALSO OBTAIN EXPERT ADVICE CONCERNING TECHNICAL ASPECTS OF THE DISPUTE, PROVIDED THE PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION AGREE AND ASSUME THE EXPENSES OF OBTAINING SUCH ADVICE. THE MEDIATOR DOES NOT HAVE THE AUTHORITY TO IMPOSE A SETTLEMENT ON THE PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION.

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

d. RECORD. THERE SHALL BE NO STENOGRAPHIC RECORD OF THE MEDIATION PROCESS.

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

5. BINDING ARBITRATION. IF THE PARTIES TO THE DISPUTE CANNOT RESOLVE SUCH DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED ABOVE, THE MATTER SHALL BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO (I) THE PROVISIONS OF CHAPTER 658A OF HAWAII REVISED STATUTES, AS AMENDED FROM TIME TO TIME (WITH EXCEPTION OF HAWAII REVISED STATUTES §§ 658A-21(a), (c) AND (e), AS AMENDED, WHICH THE PARTIES HEREBY AGREE TO WAIVE) AND (II) THE RULES AND PROCEDURES ADOPTED BY DISPUTE PREVENTION AND RESOLUTION, INC. (EXCEPT AS SUCH RULES ARE MODIFIED BY THE PROVISIONS OF THIS SUBSECTION) OR ANY SUCCESSOR THERETO OR TO ANY OTHER ENTITY OFFERING ARBITRATION SERVICES THAT IS ACCEPTABLE TO SUCH PARTIES ("**DISPUTE AGENCY**"). ALL ARBITRATION PROCEEDINGS SHALL BE CONDUCTED IN HONOLULU, HAWAII OR SUCH OTHER PLACE AS IS MUTUALLY ACCEPTABLE TO THE PARTIES TO THE DISPUTE PARTICIPATING IN THE ARBITRATION.

a. SELECTION OF ARBITRATOR. ALL DISPUTES SHALL BE HEARD BY A SINGLE ARBITRATOR, WHO SHALL EITHER BE A FORMER JUDGE WITH SUBSTANTIAL EXPERIENCE IN RESIDENTIAL REAL ESTATE LITIGATION MATTERS OR A LICENSED ATTORNEY WITH AT LEAST TEN (10) YEARS EXPERIENCE IN RESIDENTIAL REAL ESTATE TRANSACTIONS AND/OR LITIGATION INVOLVING RESIDENTIAL REAL ESTATE; PROVIDED, HOWEVER, THAT IF THE DISPUTE RELATES TO A CONSTRUCTION DEFECT, THE ARBITRATOR SHALL EITHER BE A FORMER JUDGE WITH SUBSTANTIAL EXPERIENCE IN CONSTRUCTION DEFECT LITIGATION OR A LICENSED ATTORNEY WITH AT LEAST TEN (10) YEARS EXPERIENCE IN CONSTRUCTION DEFECT LITIGATION. THE ARBITRATOR SHALL BE SELECTED IN THE MANNER SET FORTH IN THE RULES OF THE DISPUTE AGENCY WITHIN TEN (10) BUSINESS DAYS AFTER THE SUBMITTAL OF THE MATTER TO ARBITRATION.

b. POSITION STATEMENTS. WITHIN TEN (10) BUSINESS DAYS AFTER THE SELECTION OF THE ARBITRATOR, THE PARTY WHO REQUESTED ARBITRATION OF THE DISPUTE SHALL FILE WITH THE ARBITRATOR AND SERVE ON THE OTHER PARTY (AND COUNSEL) A POSITION STATEMENT SETTING FORTH A DESCRIPTION OF THE FACTS UNDERLYING THE DISPUTE, THE NATURE OF THE DISPUTE, THE QUESTION(S) TO BE RESOLVED AND THE RELIEF REQUESTED. WITHIN TEN (10) BUSINESS DAYS AFTER THE SERVICE OF THE INITIAL POSITION STATEMENT, THE OTHER PARTY(IES) SHALL FILE AND SERVE WHATEVER COUNTER-POSITION STATEMENT MAY BE APPROPRIATE TO PRESERVE AND ASSERT SUCH PARTY'S POSITION SETTING FORTH A DESCRIPTION OF THE FACTS UNDERLYING THE DISPUTE, THE NATURE OF THE DISPUTE, THE QUESTION(S) TO BE RESOLVED AND THE RELIEF REQUESTED. TEN (10) BUSINESS DAYS AFTER SERVICE OF THE COUNTER-POSITION STATEMENT, ALL PARTIES SHALL FILE AND SERVE A RESPONSE TO THE POSITION STATEMENTS FILED BY THE OTHER, WHICH RESPONSES SHALL CONTAIN A SHORT DESCRIPTION OF THE RESPONSE TO THE POSITIONS BEING ASSERTED, INCLUDING ANY DEFENSES OF AN AFFIRMATIVE NATURE. ANY QUESTION ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCE SHALL BE SET FORTH IN THE RESPONSES OR BE FOREVER BARRED. THE ARBITRATOR MAY PERMIT A POSITION STATEMENT, COUNTER-POSITION STATEMENT,

OR RESPONSE TO BE AMENDED TO ADD A QUESTION TO BE RESOLVED OR DEFENSE ONLY UPON PRESENTATION OF A REASONABLE BASIS THEREFOR.

c. CONDUCT OF ARBITRATION HEARING. UNLESS A HEARING IS WAIVED IN WRITING BY ALL PARTIES, ALL DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR AFTER A HEARING CONDUCTED IN ACCORDANCE WITH THESE PROCEDURES. THE ARBITRATOR MAY, IN THE ARBITRATOR'S REASONABLE DISCRETION, LIMIT TESTIMONY AND ARGUMENT, BOTH LEGAL AND FACTUAL. THE HEARING SHALL BE COMMENCED AT A TIME AND PLACE SELECTED BY THE ARBITRATOR IN HONOLULU, HAWAII, UNLESS OTHERWISE AGREED TO BY THE PARTIES IN WRITING, TO AFFORD EACH PARTY ADEQUATE PREPARATION FOR PRESENTING ITS POSITION AS TO THE DISPUTE BEING ARBITRATED, BUT IN NO EVENT LATER THAN SIXTY (60) BUSINESS DAYS AFTER THE FILING OF THE LAST OF THE PARTIES' RESPONSES. UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES, THE HEARING SHALL BE CONCLUDED WITHIN TWENTY (20) BUSINESS DAYS OF COMMENCEMENT OF THE HEARING.

d. RECORD. UNLESS OTHERWISE AGREED TO BY THE PARTIES, THERE SHALL BE NO STENOGRAPHIC RECORD OF THE ARBITRATION PROCEEDINGS.

e. POWERS OF THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ALL DISPUTES SUBMITTED TO ARBITRATION HEREUNDER IN ACCORDANCE WITH THESE PROCEDURES. THE ARBITRATOR SHALL NOT HAVE THE POWER TO DECIDE ANY DISPUTE THAT WAS NOT SUBMITTED TO ARBITRATION BY THE PARTIES. THE PARTIES AGREE THAT IN ANY ARBITRATION PROCEEDING CONDUCTED UNDER THESE PROCEDURES, THE ARBITRATOR SHALL APPLY HAWAII LAW, SHALL FOLLOW THE TERMS OF THE DECLARATION, AND SHALL ONLY HAVE THE POWER TO PROVIDE IN THE AWARD FOR ANY REMEDY THAT WOULD HAVE BEEN AVAILABLE TO A COURT DECIDING THE SAME MATTER, SUBJECT TO THE LIMITATIONS AND REMEDIES CONTAINED IN THESE PROCEDURES. THE ARBITRATOR MAY EXTEND ANY OF THE DEADLINES SET FORTH IN THIS SUBSECTION UPON THE REQUEST OF EITHER PARTY FOR GOOD CAUSE; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL ISSUE THE ARBITRATION AWARD IN THE TIME PRESCRIBED BY SUBSECTION i, BELOW.

f. DISCOVERY. THE SCOPE, METHODS, AND DURATION OF DISCOVERY SHALL BE WITHIN THE REASONABLE DISCRETION OF THE ARBITRATOR SUBJECT, HOWEVER, TO THE PROVISIONS OF THIS SUBSECTION. DISCOVERY SHALL NOT BE PERMITTED AS A MATTER OF RIGHT BUT ONLY TO THE EXTENT NECESSARY IN ACCORDANCE WITH HAWAII REVISED STATUTES §§ 658A-17(B) AND 658A-17(C), AS AMENDED, TO ACHIEVE THE PURPOSE OF THESE PROCEDURES, SET FORTH IN THIS SUBSECTION. TO FACILITATE SUCH DISCOVERY, THE ARBITRATOR SHALL HAVE THE POWER TO ISSUE SUBPOENAS FOR THE ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AS PERMITTED BY HAWAII REVISED STATUTES § 658A-17(A), AS AMENDED. THE PARTIES TO THE DISPUTE SHALL COOPERATE TO THE GREATEST EXTENT POSSIBLE SO AS TO AVOID THE NECESSITY FOR THE ISSUANCE OF SUBPOENAS.

g. OTHER EVIDENCE. NEITHER HAWAII NOR THE FEDERAL RULES OF EVIDENCE OR CIVIL PROCEDURE WILL BE APPLICABLE, EXCEPT THAT THE ATTORNEY-CLIENT PRIVILEGE AND THE WORK PRODUCT DOCTRINE UNDER HAWAII LAW SHALL APPLY.

h. EXPENSES AND FEES. ALL PROPER COSTS AND EXPENSES OF THE ARBITRATION, INCLUDING, WITHOUT LIMITATION, WITNESSES' FEES, ATTORNEYS' FEES, AND THE FEES OF THE ARBITRATOR, SHALL BE CHARGED TO A PARTY OR PARTIES IN SUCH AMOUNTS AS THE ARBITRATOR DECIDES AT THE TIME OF THE AWARD. NOTWITHSTANDING THE FOREGOING, IF THE ARBITRATOR DECIDES THAT A PARTY'S CLAIMS ARE FRIVOLOUS, SUCH PARTY SHALL SOLELY BE RESPONSIBLE FOR

ALL PROPER COSTS AND EXPENSES OF THE ARBITRATION, INCLUDING, WITHOUT LIMITATION, THE OTHER PARTY'S REASONABLE ATTORNEYS' FEES.

i. ARBITRATION AWARD; FINALITY. THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS OF THE ISSUE(S) FRAMED BY THE POSITION STATEMENT, COUNTER-POSITION STATEMENT, AND RESPONSES WITHIN THIRTY (30) BUSINESS DAYS AFTER THE CLOSE OF THE HEARING. ALL DECISIONS OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE AND BINDING ON THE PARTIES, AND SHALL BE SUBJECT TO THE PROVISIONS OF CHAPTER 658A, HAWAII REVISED STATUTES, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. JUDGMENT MAY BE RENDERED UPON ANY AWARD SO RENDERED BY THE COURTS OF THE STATE OF HAWAII AND THE PARTIES CONSENT TO THE JURISDICTION OF SUCH COURTS.

6. NO JUDICIAL INTERVENTION. THE PARTY BRINGING ANY LITIGATION NOT PERMITTED UNDER THESE PROCEDURES ("**PROHIBITED LITIGATION**") SHALL BE RESPONSIBLE FOR ALL REASONABLE EXPENSES AND FEES (INCLUDING THOSE OF ATTORNEYS, EXPERTS, AND OTHER PROFESSIONALS) INCURRED BY THE OTHER PARTY AS A RESULT OF SUCH PROHIBITED LITIGATION.

7. CONFIDENTIALITY. ALL NEGOTIATIONS, MEDIATIONS, ARBITRATION PROCEEDINGS, AND ANY DISCOVERY CONDUCTED PURSUANT TO THESE PROCEDURES ARE CONFIDENTIAL. ALL PROCEEDINGS CONDUCTED PURSUANT TO THESE PROCEDURES SHALL BE TREATED FOR ALL PURPOSES AS COMPROMISE AND SETTLEMENT NEGOTIATIONS WITHIN THE MEANING OF RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND RULE 408 OF THE HAWAII RULES OF EVIDENCE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SUBSECTION SHALL LIMIT OR PREVENT A PARTY FROM DISCLOSING IN SUBMISSIONS TO THE COURT INFORMATION NECESSARY TO SUPPORT A MOTION UNDER CHAPTER 658A OF THE HAWAII REVISED STATUTES OR AN ACTION TO ENFORCE THE ARBITRATION AWARD.

8. STATUTES OF LIMITATION. NOTHING IN THIS SECTION SHALL BE CONSIDERED TO TOLL, STAY, REDUCE OR EXTEND ANY APPLICABLE STATUTE OF LIMITATIONS; PROVIDED, HOWEVER, THAT ANY PARTY SHALL BE ENTITLED TO COMMENCE A LEGAL ACTION WHICH IN THE GOOD FAITH DETERMINATION OF THE PARTY IS NECESSARY TO PRESERVE THAT PARTY'S RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS, PROVIDED THAT THE PARTY COMMENCING SUCH ACTION SHALL TAKE NO FURTHER STEPS IN PROCESSING THE ACTION UNTIL IT HAS COMPLIED WITH THE PROCEDURES DESCRIBED ABOVE.

9. SURVIVAL; SUCCESSORS AND ASSIGNS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES PURSUANT TO THIS SECTION SHALL SURVIVE THE CONVEYANCE OF THE UNIT PURSUANT TO THIS PURCHASE AGREEMENT, INCLUDING, SPECIFICALLY AS TO ANY CONTRACTORS OR SUBCONTRACTORS, THE COMPLETION OF ANY WORK BY ANY CONTRACTORS OR SUBCONTRACTORS. THIS SECTION AND THE RIGHTS, DUTIES AND OBLIGATIONS OF THE PARTIES SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS.

B. **Purchase Agreement (Section E.35)**: The purchase agreement provides Developer the right to repurchase a Unit from a purchaser for a period of three (3) years from closing; provided, however, that Developer may exercise this right *if and only if* purchaser has made a written complaint to Developer about the physical condition and/or design of the Unit or the Project, and Developer, after a good faith and diligent effort, is unable to rectify the complaint to purchaser's satisfaction within a reasonable period of time, as determined by Developer in its sole discretion.

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

1. DISPUTES. The purpose of this Section is to provide Owners, the Association, the Board, the Managing Agent, Developer, and their respective Representatives (collectively, for

purposes of this Article, the "**Parties**") with a mechanism to resolve Disputes. A "**Dispute**" means and includes any and all actions, claims, or disputes between or among the Parties with respect to, arising out of, or relating to the Declaration. A Dispute shall not include: (a) claims for construction defects governed by the Contractor Repair Act, Chapter 672E of the Hawaii Revised Statutes; (b) actions seeking equitable relief involving threatened property damage or the health or safety of Owners or any other persons; (c) actions to collect assessments; (d) personal injury claims; or (e) actions against the Association, the Board, or any Director, Officer, agent, employee, or other persons for amounts in excess of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) if insurance coverage under a policy of insurance procured by the Association or the Board would be unavailable for defense or judgment because mediation was pursued.

2. DISCUSSION. Any Party with a Dispute shall notify the Party to whom the Dispute is directed in writing of the Dispute, which writing shall describe the nature of the Dispute and any proposed remedy (the "**Dispute Notice**"). Within a reasonable period of time after receipt of the Dispute Notice, which period shall not exceed twenty-one (21) calendar days, the Parties to the Dispute shall meet at a mutually acceptable location within or near the Project to discuss the Dispute. The Parties to the Dispute shall negotiate in good faith in effort to resolve the Dispute.

3. MEDIATION. If the Parties cannot resolve the Dispute by discussion within thirty (30) calendar days after the commencement of such discussion, the matter shall be submitted to mediation by and pursuant to the procedures adopted by DPR in the Honolulu, Hawaii.

4. PARTIES PERMITTED AT SESSIONS. Persons other than the Parties, their authorized representatives, and the mediator may attend the mediation sessions only with the consent of the mediator; provided, however, such permission and consent shall not be required to allow participation of such Parties' liability insurers in the mediation to the extent required under such Parties' liability insurance policy.

5. RECORD. There shall be no stenographic record of the mediation process.

6. EXPENSES. The expenses of witnesses shall be paid by the Party producing such witnesses. All other expenses of the mediation including, but not limited to, the fees and costs charged by the mediator and the expenses of any witnesses, or the cost of any proof or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties unless they agree otherwise. Each Party shall bear its own attorneys' fees and costs in connection with such mediation.

7. NO JUDICIAL INTERVENTION. If a Party institutes litigation prior to observing the procedures set forth above ("**Prohibited Litigation**"), such Party shall be responsible for all reasonable expenses and fees (including attorneys' fees) incurred by the other Party in obtaining a stay or dismissal of the Prohibited Litigation.

8. CONFIDENTIALITY. All negotiations, mediation proceedings, and any discovery conducted pursuant to these procedures are confidential. All proceedings conducted pursuant to these procedures shall be treated for all purposes as compromise and settlement negotiations within the meaning of Rule 408 of the Federal Rules of Evidence and Rule 408 of the Hawaii Rules of Evidence.

9. FURTHER RESOLUTION. If the Parties are unable to resolve a Dispute pursuant to the procedures described C above, each Party shall have the right to pursue all rights and remedies available to such Party at law or in equity. If a Dispute proceeds in court, such action shall be brought exclusively in the federal or state courts located in the Honolulu, Hawaii. The Parties hereby agree that the court shall apply Hawaii substantive law and applicable statutes of limitations and will honor claims of privilege recognized by law.

10. STATUTES OF LIMITATION. The applicable statute of limitations shall not be tolled by anything contained in these procedures. Notwithstanding the prohibition on litigation, a Party may commence an action solely for the purpose of tolling the statutes of limitation, provided such

Party immediately stays the action to resolve the Dispute pursuant to the procedures described above.

11. UNENFORCEABILITY. If any part of this Section is held to be unenforceable, it shall be severed and shall not affect either the duties to mediate hereunder or any other part of this Article.

D. **Declaration (Section XLIX.A)**: The following are provisions in the Declaration regarding the waiver of certain rights:

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

2. WAIVER OF JURY TRIAL. EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER, AND EACH OF THEIR REPRESENTATIVES UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM, CAUSE OF ACTION, OR DISPUTE. THE PARTIES AGREE THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN COURT SHALL BE DECIDED BY A JUDGE AND NOT BY A JURY.

3. WAIVER OF CLASS ACTION. EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER, AND EACH OF THEIR REPRESENTATIVES UNCONDITIONALLY WAIVE ANY RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE PARTIES UNCONDITIONALLY AGREE THAT ANY DISPUTE WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS. ALL PARTIES TO THE LITIGATION MUST BE INDIVIDUALLY NAMED. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, AND THE PARTIES ARE SPECIFICALLY BARRED FROM DOING SO.

12. **Warranties**. Developer is developing the Project, but it is not the general contractor or an affiliate of the general contractor building the Project. Developer makes no warranties, express or implied, about the units or the Project, or about consumer products or anything else installed or contained in the units or the Project. This includes, but is not limited to, warranties of merchantability, habitability, workmanlike construction, fitness for a particular purpose, or sufficiency of design.

13. **Limitation of Purchaser's Recovery in the Event of a Developer Default**. If Developer defaults under the purchase agreement, the purchaser must provide written notice of such default to Developer. If Developer fails to cure the default within thirty (30) calendar days after it receives notice of the default, and if the purchaser is not then in material default under the purchase agreement, then the purchaser may terminate the purchase agreement and receive a refund of payments made under the purchase agreement together with any interest earned thereon.

14. **School Impact Fees**. The Project is located within the Kalihi to Ala Moana School Impact Fee District. Purchaser will pay all closing costs associated with the purchase and sale of a Unit, including, without limitation, the State of Hawaii Department of Education school impact fees. The current school impact fee is $3,864 per unit.

15. **Smoking**. Smoking is not permitted within the Units, any Common Element, Residential Limited Common Element, or Residential Unit Limited Common Element. Smoking shall only be permitted within designated smoking areas in the Project.

16. **Maintenance Fee**. The estimated maintenance fees set forth in Exhibit "H" to this Public Report are estimates only and may change for reasons beyond the control of Developer. Insurance, energy and labor costs are currently in flux and can substantially increase over a short period of

time. Developer cannot predict how changes in the economic, social and political conditions in Hawaii, the U.S. and/or globally may impact such costs. Purchasers are aware and acknowledge that the budget, and, as a result, each purchaser's maintenance fee, may increase substantially due to increasing costs, including costs attributed to insurance coverage, labor and energy.

17. **Real Property Taxes**. Real property taxes are currently assessed on the Project as a whole, and the owner(s) of each Unit shall be responsible for payment of that Unit's prorated share of real property taxes, based on the approximate value of said unit and its appurtenant limited common elements. Developer will provide the allocation of real property taxes until individual statements are available. In the future, the City and County of Honolulu will assess real property taxes on each Unit separately, and the owner(s) of each Unit shall pay any and all real property taxes assessed to said Unit and its appurtenant Limited Common Elements, as separately determined and billed by the City and County of Honolulu.

18. **Insurance**. Each Unit owner is solely responsible, at such Unit owner's sole expense, for obtaining and maintaining a personal home insurance policy of Type HO-6 or an equivalent policy that provides customary coverage for liability for such owner's personal property, improvements and betterments, and other portions of the Unit that are not covered by the policy obtained by the condominium association.

19. **Use of Purchaser Deposits**. Pursuant to Section 514B-92 of the Hawaii Revised Statutes, as amended, Developer intends to use purchaser's funds to pay for certain construction and Project costs permitted by statute. Deposits may be disbursed before closing to pay for Project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the Project. Developer has submitted satisfactory evidence to the Real Estate Commission of the State of Hawaii that the Project will be completed. It is possible that the Project will not be completed. If the deposits are disbursed to pay Project costs and the Project is not completed, there is a risk that purchaser's deposits will not be refunded. Purchaser should carefully consider this risk in deciding whether to purchase the Unit. See Section 5.6.2 on page 15 of this Public Report.

20. **Environmental Testing**. Developer's March 4, 2024 Phase I Environmental Site Assessment ("**ESA**") identified twelve recognized environmental conditions for the Property including: (1) use of the Property for automobile servicing operations for 58 years; (2) evidence of abandoned in-ground hydraulic hoists; (3) floor drain systems with unknown outfall; (4) residual contamination beneath the building at 800 Ala Moana Boulevard from release ID 900080; (5) a 4,000-gallon capacity gasoline underground storage tank ("**UST**") at 825 Auahi Street; (6) a 100-gallon capacity waste oil UST at 825 Auahi Street; (7) a confirmed release at 800 Ala Moana Boulevard (Release ID 160016);(8) potential termiticide contamination in surface soil; (9) contaminated soil at the property; (10) a suspected UST discovered on November 15, 2023 near the 800 Ala Moana Building at the Property; (11) used oil, lubricating fluids, and lead-acid batteries abandoned on the Property; and (12) construction and demolition solid wastes abandoned on the Property. The ESA also identified the release from one UST at 825 Auahi Street (Release ID 920004) as a historical recognized environmental condition that is also present at the Property.

    Developer is in the process of implementing a work plan to investigate these recognized environmental conditions and has invited the oversight of the State of Hawaii Department of Health, Office of Hazard Evaluation and Emergency Response ("**HDOH**"). As a result of implementing the work plan, HDOH has been notified of the discovery of additional releases. Developer expects there will be one or more written site investigation reports documenting Developer's environmental sampling activities. HDOH will publish site investigation reports and release notifications on its online portal, https://eha-cloud.doh.hawaii.gov/iHEER/#!/site/3251/documents. The HDOH portal also includes other environmental reports related to the site.

    Developer has prepared a Construction Environmental Hazard Management Plan that identifies measures to protect human health and the environment during the construction process.

Following the site investigation, developer will work with HDOH to identify and evaluate remedial alternatives for any contamination and select one or more appropriate remedies. Since the site investigation is not complete as of the date this disclosure is drafted, the extent of hazards is not yet defined, the conceptual site model is not complete, and remedies have not yet been selected. Developer may evaluate remedial alternatives such as complete or partial in situ soil and groundwater treatment ("**capping**"), complete or partial ex situ soil and groundwater treatment or disposal, institutional and engineering controls, or other remedies.

Institutional controls are administrative and legal measures such as management plans, rules, permits, requirements and warnings that prevent and control exposure to contaminants. Engineering controls are measures that physically prevent exposure to contaminants such as barriers, caps and containment walls. An example of an institutional control is an Environmental Hazard Management Plan ("**EHMP**"). The purpose of an EHMP is to provide procedures and guidelines for controlling the potential hazards posed by contaminated media remaining at a site.

Implementation of institutional and engineering controls may involve preparation and implementation of an EHMP. The EHMP may include appropriate cap maintenance/reporting requirements, restrict activities that may compromise the integrity of the engineering controls, specify appropriate soil and groundwater handling and worker protection requirements should disturbance of the contaminated soils and groundwater be unavoidable, and also specify appropriate mitigation measures if a portion of cap(s) are breached.

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

1 THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	☒ Fee Simple ☐ Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	☒ Yes ☐ No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	888 Ala Moana Boulevard Honolulu, Hawaii 96814
Address of Project is expected to change because (describe)	
Tax Map Key (TMK)	(1) 2-1-56:017 CPR Nos. 0001 thru 0458
Tax Map Key is expected to change because	N/A
Land Area (square feet or acres)	150,126 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

1.2 Buildings and Other Improvements

Number of Buildings	1
Floors Per Building	39
Number of New Building(s)	1
Number of Converted Building(s)	0
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Concrete, steel, glass

1.3 Unit Types and Sizes of Units

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

458	**Total Number of Units**

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

1.9 Common Elements

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

Common Element	Number
Elevators	6 (5 for Tower and 1 for Façade Units)
Stairways	6 (2 interior and 4 exterior)
Trash Chutes	4 (2 trash chutes and 2 recycling chutes)

1.10 Limited Common Elements

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

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.	
☒	Pets: See House Rules, Article VI, Section L of the Declaration
☒	Number of Occupants: Article VI, Section C.2 of the Declaration
☒	Other: See Article VI, Sections A and C of the Declaration
☐	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 F describes the encumbrances against title contained in the title report described below.
Date of the title report: July 26, 2024
Company that issued the title report: Title Guaranty of Hawaii, LLC

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

☒	Specimen Sales Contract Exhibit ___I___contains a summary of the pertinent provisions of the sales contract, including but not limited to any rights reserved by the Developer.
☒	Escrow Agreement dated: September 21, 2022, as amended Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit ___J___ contains a summary of the pertinent provisions of the escrow agreement.
☐	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.

☒	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
☐	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit _____.
☒	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.

☐	There are no blanket liens affecting title to the individual units.
☒	There are blanket liens that may affect title to the individual units.

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

5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:

Building and Other Improvements: See page 13a

Appliances: See page 13a

Section 5.3 Blanket Liens.

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage	If there is a default and a foreclosure of the mortgage prior to conveyances, the Purchaser may lose the right to purchase a unit. If the Purchaser loses the right to purchase a unit, the Purchaser may be entitled to a refund of the Purchaser's deposits, less escrow cancellation fees, depending, in part, on whether the deposits have been used by Developer to pay for construction costs in accordance with Section 5.6.2 of this Report.

Section 5.4 Construction Warranties.

Building and Other Improvements: Developer, as the seller under each purchase agreement, makes no warranties or representations about the condition of the units and the Project, except as may be otherwise provided in the unit deeds (relating to warranties of title) and in the purchase agreements. Based on the warranties in favor of the Developer from the Developer's general contractor for the Project and material suppliers, Developer warrants that all materials incorporated in, and made a part of, a unit shall be new as of the date of installation and shall remain free from defects in workmanship or material (each a "**Construction Defect**") as defined by the Warranty Performance Standards in each purchase agreement, for a period of one (1) year from the date that title to a unit transfers to a purchaser, or the date that a purchaser takes occupancy of a unit, whichever occurs first ("**Warranty Period**").
Appliances: Developer is not the manufacturer of the furnishings, fixtures, appliances, consumer products, or other things to be installed or contained in the unit and disclaims and express or implied warranty of any kind whatsoever with respect to the furnishings, fixtures, appliances, consumer products, or other things to be installed or contained in the Unit, including any warranty of merchantability or their fitness for a particular purpose. Developer will pass on any unexpired manufacturer's or dealer's warranties covering such furnishings and appliances to the extent that such warranties are transferable to a purchaser and the Association.

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):	
☒	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
☐	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

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

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

or any improvements located in the Kō'ula Street Parcel resulting from such permissive use must be promptly repaired by the user that caused the damage at such user's own cost and expense.

30. **Auahi Street**. Purchaser understands and agrees that: (a) purchaser will have no right or interest whatsoever in the Auahi Street Parcel or the County Parcel in favor of the Project, or any of the foregoing persons; (b) the Auahi Street Parcel is owned by Ulana Ward Village, LLC ("**Ulana Ward**") and the County Parcel is owned by the County; (c) the Auahi Street Parcel is currently allowed for non-exclusive use, on a permissive basis in Ulana Ward's sole discretion, as a private roadway for vehicular and pedestrian access; (d) the County Parcel is currently used as a base yard; (e) none of the Land, the Project, nor any of the foregoing persons has any right, title, interest, or claim with respect to the Auahi Street Parcel or the County Parcel, including, without limitation, any easements or other rights to use the Auahi Street Parcel or the County Parcel for vehicular or pedestrian access purposes or utility purposes, or to require that the Auahi Street Parcel or the County Parcel or the improvements located in the Auahi Street Parcel or the County Parcel be repaired, maintained, or replaced or otherwise meet any particular standard of maintenance or condition; (f) any of use of the Auahi Street Parcel or the County Parcel constitutes an assumption of all risks relating to such use and a release of the County, Ulana Ward, its trustees, officers, directors, partners, affiliates, subsidiaries, successors in trust, assigns, agents, or employees from and against any and all suits, administrative proceedings, claims, demands, causes of action, damages, consequential damages, losses, costs and expenses of any kind, whether known or unknown, from any damage or injury incurred in connection with the use of the Auahi Street Parcel or the County Parcel; (g) Ulana Ward and the County retain all rights pertaining to the full and exclusive use of the Auahi Street Parcel or the County Parcel, respectively, for any and all purposes, including, without limitation, the right to temporarily or permanently close or otherwise limit and restrict vehicular and pedestrian access across Auahi Street Parcel or the County Parcel, the right to reconfigure, modify or remove any improvements located in Auahi Street Parcel or the County Parcel, such as sidewalks, and the right to grant to others easements, licenses and other use rights for all purposes; (h) any use of Auahi Street Parcel or the County Parcel allowed by Ulana Ward and/or the County is completely permissive in nature and subject to revocation at will in Ulana Ward's and/or the County's sole discretion; and (i) any damage to the Ulana Ward and/or the County or any improvements located in the Ulana Ward and/or the County resulting from such permissive use must be promptly repaired by the user that caused the damage at such user's own cost and expense.

31. **Superstructure Permit**. Developer has obtained the Superstructure Permit for the Project. The Superstructure Permit allows Developer to construct the superstructure of the building. Issuance of the Superstructure Permit evidences that the plans for the structure of the building, as approved, conforms to the building code. Developer will continue to pursue the remaining permits for the Project, which include a final building permit that will include permitting for mechanical, engineering, and plumbing, and all civil and site work. Although the Superstructure Permit will permit completion of the Project tower, delays in obtaining the final building permit may cause delays in finalizing the Project, including completion of sewer, water and electrical tie-ins and landscaping.

EXHIBIT "F"

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes, if any, that may be due and owing.

   Tax Key (1) 2-1-056-017, CPR Nos. 0001 through 0458.

2. Mineral and water rights of any nature.

3. The terms and provisions contained in unrecorded FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER FOR A MASTER PLAN PERMIT ("Order") adopted September 2, 2009 by the Kaka'ako members of HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, as evidenced by that certain MEMORANDUM OF MASTER PLAN PERMIT FOR THE KAIĀULU 'O KAKA'AKO MASTER PLAN by and between the TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, "KS", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, "HCDA", dated October 27, 2009, recorded as Document No. 2010-012595; re: development of certain KS lands in Kaka'ako, for a term of fifteen years from September 2, 2009, through and including September 1, 2024.

   MEMORANDUM OF DECISION AND ORDER RE: MASTER PLAN PERMIT, FILE NO. PL MASP 13.2.8 dated October 15, 2021, recorded as Document No. A-79630719.

4. The terms and provisions contained in unrecorded MASTER PLAN DEVELOPMENT AGREEMENT dated October 6, 2009, executed pursuant to said Order adopted September 2, 2009, as evidenced by that certain MEMORANDUM OF MASTER PLAN DEVELOPMENT AGREEMENT FOR THE KAIĀULU 'O KAKA'AKO MASTER PLAN by and between the TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, "KS," and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, "HCDA," dated October 27, 2009, recorded as Document No. 2010-012596.

5. The terms and provisions contained in the following:

   INSTRUMENT : COMMUNITY CHARTER FOR KAIAULU 'O KAKA'AKO ("**Master Charter**")

   DATED : September 16, 2014
   RECORDED : Document No. A-53740943

   Which Master Charter was amended by instrument dated July 14, 2020, recorded as Document No. A-75000520.

   The foregoing includes, but is not limited to, matters relating to subdivision, uses, easements, and association liens which may be superior to certain mortgages.

   SUPPLEMENT TO COMMUNITY CHARTER FOR KAIAULU 'O KAKA'AKO ("ALIA" – LAND BLOCK I) dated July 17, 2024, recorded as Document No. A-89640445.

   [*See discussion in Section B.3 on page 1e and Exhibit "N" of this Public Report for more information about the Master Charter and the mixed-use master planned community called "KAIĀULU 'O KAKA'AKO," in which the Project will be located.*]

6. The terms and provisions contained in unrecorded OPTION, PURCHASE AND SALE AGREEMENT dated as of January 21, 2022, for a term commencing as of July 20, 2022 and shall expire as of the earliest to occur of (i) July 20, 2026, (ii) the closing under the Option Agreement, or (iii) the date the Option Agreement is terminated in accordance with its terms, as evidenced by that certain MEMORANDUM OF OPTION, PURCHASE AND SALE AGREEMENT by and between the TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, "Seller," and KOBAYASHI GROUP LLC, a Hawai'i limited liability company, "Buyer," dated January 21, 2022, recorded as Document No. A-81470436.

Said Option, Purchase and Sale Agreement was amended by unrecorded First Amendment to Option, Purchase and Sale Agreement dated July 20, 2022, unrecorded Second Amendment to Option, Purchase and Sale Agreement dated August 3, 2022, unrecorded Third Amendment to Option, Purchase and Sale Agreement dated August 26, 2022, and unrecorded Fourth Amendment to Option, Purchase and Sale Agreement dated July 5, 2024.

The interest of KOBAYASHI GROUP LLC, a Hawai'i limited liability company, was assigned to 888 ALIA OWNER, L.P., a Delaware limited liability partnership, by an unrecorded Assignment and Assumption of Option, Purchase and Sale Agreement, Earnest Deposit and Option Fees with consent, each of which is dated May 23, 2024, as evidenced by NOTICE OF ASSIGNMENT dated effective May 23, 2024, recorded as Document No. A-89420316.

As affected by that certain TERMINATION AND RELEASE OF MEMORANDUM OF OPTION, PURCHASE AND SALE AGREEMENT dated effective as of July 17, 2024, recorded as Document No. A-89640444.

7. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "ĀLIA AT 888 ALA MOANA"
DATED	:	November 15, 2022
RECORDED	:	Document No. A-83600884
Map	:	6437, and any amendment thereto

Joinder given by the Trustees of the Estate of Bernice Pauahi Bishop by instrument dated November 15, 2022, recorded as Document No. A-83600885.

ASSIGNMENT OF DEVELOPER'S RESERVED RIGHTS BY 888 ĀLIA LLC, a Delaware limited liability company, as Assignor, and 888 ALIA OWNER, L.P., a Delaware limited partnership, as Assignee, dated May 23, 2024, and recorded as Document No. A-894200318.

Said Declaration was amended by instrument dated May 23, 2024, recorded as Document No. A-89420319.

COLLATERAL ASSIGNMENT OF DEVELOPER'S RIGHTS dated as of July 17, 2024, recorded as Document Nos. A-89640451 through A-89640452.

8. The terms and provisions contained in the following:

INSTRUMENT	:	BYLAWS OF THE ASSOCIATION OF UNIT OWNERS
DATED	:	November 15, 2022
RECORDED	:	Document No. A-83600886

Consent given by the Trustees of the Estate of Bernice Pauahi Bishop by instrument dated November 15, 2022, recorded as Document No. A-83600887.

ASSIGNMENT OF DEVELOPER'S RESERVED RIGHTS BY 888 ALIA LLC, a Delaware limited liability company, as Assignor, and 888 ALIA OWNER, L.P., a Delaware limited partnership, as Assignee, dated May 23, 2024, and recorded as Document No. A-894200318.

Said Bylaws were amended by instrument dated May 23, 2024, recorded as Document No. A-89420320.

9. The terms and provisions contained in unrecorded FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER FOR A PLANNED DEVELOPMENT PERMIT ("Order") adopted September 7, 2022 by the Kaka'ako members of the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, as evidenced by that certain MEMORANDUM OF FINDINGS OF FACT,

CONCLUSIONS OF LAW, AND DECISION AND ORDER by KOBAYASHI GROUP LLC, a Hawaii limited liability company, executed on August 15, 2023, recorded as Document No. A-86270583.

Said above Memorandum was amended by instrument dated May 23, 2024, recorded as Document No. A-89420317.

[*See discussion in Section B.5 on page 1e of this Public Report for more information about said permit.*]

10. Rights of others for ingress and egress in and to the archaeological preserve as approximately shown on Survey prepared by Michael A. Hoffman, Land Surveyor, with Terramark, dated August 21, 2023, Job No. 20235484, having a field date of August 9, 2023, as last revised July 8, 2024.

11. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF COVENANTS RUNNING WITH THE LAND (LAND BLOCK I)
DATED	:	July 17, 2024
RECORDED	:	Document No. A-89640446

[*Said declaration pertains to the application of certain reserved housing credits and public facilities dedication credits to the Project land under HCDA's Mauka Area Rules.*]

12. The terms and provisions contained in the following:

INSTRUMENT	:	LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS
DATED	:	effective as of July 17, 2024
RECORDED	:	Document No. A-89640447

13. The terms and provisions contained in the following:

INSTRUMENT	:	JOINT DEVELOPMENT AGREEMENT UNDER SECTION 15-22-80 OF THE MAUKA AREA RULES
DATED	:	July 17, 2024
RECORDED	:	Document No. A-89640448
PARTIES	:	888 ALIA OWNER, L.P., a Delaware limited partnership

[*See discussion in Section B.6 on page 1e of this Public Report for more information about the agreement.*]

14. MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

MORTGAGOR	:	888 ALIA OWNER, L.P., a Delaware limited partnership
MORTGAGEE	:	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national bank association, as Administrative Agent
DATED	:	July 17, 2024
RECORDED	:	Document No. A-89640450
AMOUNT	:	$426,000,000.00

15. The terms and provision contained in the following:

INSTRUMENT	:	RIGHT OF ACCESS AND ENTRY AGREEMENT
DATED	:	effective July 18, 2024
RECORDED	:	Document No. A-89730316
PARTIES	:	888 ALIA OWNER, L.P., a Delaware limited partnership, and THE LAUNIU, LLC, a Delaware limited liability company

[*The agreement grants to The Launiu, LLC, which intends to develop a condominium project ("Launiu Project") on land adjacent to the Project, a right of access and entry on the portion of the Project and for such terms and purposes as described in the agreement, including, without limitation, for inspection, maintenance, and repairs of certain portions of the Launiu Project.*]

16. Unrecorded Articles of Incorporation of the Kaiāulu ʻo Kakaʻako Owners Association, Inc.

[*See discussion in Section B.3 on page 1e and Exhibit "N" of this Public Report for more information about the mixed-use master planned community called "KAIĀULU ʻO KAKAʻAKO," in which the Project will be located.*]

17. By-laws of the Kaiāulu ʻo Kakaʻako Owners Association, Inc., attached to and recorded with the Master Charter.

[*See discussion in Section B.3 on page 1e and Exhibit "N" of this Public Report for more information about the mixed-use master planned community called "KAIĀULU ʻO KAKAʻAKO," in which the Project will be located.*]

18. The Rules of Kaiāulu ʻo Kakaʻako Owners Association, Inc., attached to and recorded with the Master Charter.

[*See discussion in Section B.3 on page 1e and Exhibit "N" of this Public Report for more information about the mixed-use master planned community called "KAIĀULU ʻO KAKAʻAKO," in which the Project will be located.*]

19. Unrecorded Kaiāulu ʻo Kakaʻako Architectural Guidelines, revised March 7, 2011.

[*See discussion in Section B.3 on page 1e and Exhibit "N" of this Public Report for more information about the mixed-use master planned community called "KAIĀULU ʻO KAKAʻAKO," in which the Project will be located.*]

20. Unrecorded Kaiāulu ʻo Kakaʻako Master Plan: Civic Space Design, Design Guidelines for Open Spaces.

[*See discussion in Section B.3 on page 1e and Exhibit "N" of this Public Report for more information about the mixed-use master planned community called "KAIĀULU ʻO KAKAʻAKO," in which the Project will be located.*]

21. Encroachments, if any, which would be referenced on a correct survey.

22. Any unrecorded leases and matters arising from or affecting the same.

23. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land.

First Amended Developer's Public Report for Ālia at 888 Ala Moana 7.5.2024

IMPORTANT - - Read This Developer Prepared Report Before Buying

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

FIRST AMENDED
DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	ĀLIA AT 888 ALA MOANA
Project Address	888 Ala Moana Boulevard Honolulu, Hawaii 96814
Registration Number	8910
Effective Date of Report	July 5, 2024
Developer(s)	888 Alia Owner, L.P.

Preparation of this Report

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

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

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

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

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

Signing a sales contract may legally bind a purchaser to purchase a unit in the project; however, a purchaser may have rights to cancel or rescind a sales contract under specific circumstances.

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

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

Special Attention - - Significant Matters

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

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

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

The Commission reserves the right to request that the Developer include these special and significant matters elsewhere in the Developer's Public Report.

A. **Summary of Changes from Prior Public Report**: The following changes have been made from the Developer's Public Report for a Condominium for Ālia at 888 Ala Moana (the "**Project**"), Registration Number 8910, with and effective date of December 9, 2022 (the "**Original Report**"). This First Amended Developer's Public Report for the Project (this "**Public Report**" or this "**Report**") shall replace and supersede the Original Report.

1. New Developer Entity. In connection with financing the construction of the Project, the original Developer, 888 Ālia LLC (the "**Original Developer**") has assigned its rights and obligations under the condominium documents to 888 Alia Owner, L.P. (the "**New Developer**"). The Original Developer will remain involved in the Project as the development manager. The following have been updated to reflect that New Developer is acting as the "Developer" of the Project, and all references in this Public Report to the "Developer" shall mean and refer to New Developer:

   a. The second paragraph of Section B.4 on page 1e has been updated to note that the Option, Purchase and Sale Agreement to acquire the land underlying the Project is between Landowner and an affiliate of Original Developer and that the right to acquire the land has been assigned to New Developer. This update is also reflected in the Purchase Agreements and Section 17 of Exhibit "I" (Summary of Purchase Agreement) to this Public Report.

   b. Section B.5 on page 1f has been updated to note that the Planned Development Permit was issued to an affiliate of Original Developer and assigned to New Developer.

   c. Section 1.1 on page 3 of the Original Report (The Underlying Land) has been updated to show that New Developer has been assigned the right to acquire the land underlying the Project.

   d. Section 2.1 on page 9 of the Original Report has been updated with the New Developer information.

   e. The Escrow Agreement, Project Brokerage Agreement, and the Property Management and Agency Agreement have been assigned to the New Developer.

   f. The Specimen Purchase Agreements and Unit Deeds have been updated to reflect New Developer as the Seller/Grantor.

2. Master Charter. The second paragraph of Section B.3 on page 1e has been updated to specifically reference the Master Charter as a Master Governing Document.

3. Tax Map Key Number. Section 1.1 on page 3 of the Original Report (The Underlying Land) has been updated to show the new Tax Map Key Number for the Project and Units.

4. General Contractor. Section 2.4 on page 9 of the Original Report (General Contractor) has been updated to show that Albert C. Kobayashi, Inc. has been selected as the General Contractor for the Project.

5. Land to be Acquired "As-Is". A new third paragraph has been added to Section B.4 (Ownership of the Land) on pages 1e to 1f to clarify that New Developer will acquire the underlying land from Landowner in an "As-Is, Where-Is" condition, "With All Faults and Defects." This update is also reflected in the Purchase Agreements and Section 17 of Exhibit "I" (Summary of Purchase Agreement) to this Public Report.

6. Environmental Testing. Environmental testing of the Project site is ongoing. The current status of Developer's environmental testing and the future approvals to be obtained are set forth in a new Section B.20 (Environmental Testing) on pages 1o to 1p.

7. Common Elements and Limited Common Elements. Sections 1.9 (Common Elements) and 1.10 (Limited Common Elements) on page 5 of the Original Report have been amended to refer to Exhibit E.

8. Special Use Restrictions. Section 1.11 on page 5 of the Original Report (Special Use Restrictions) has been amended to clarify that the restriction on pets is in Article VI, Section L of the Declaration.

9. Encumbrances Against Title. Section 1.12 on page 5 of the Original Report (Encumbrances Against Title) is updated to reflect the date of the updated title report from Title Guaranty of Hawaii, LLC. Exhibit F (Encumbrances Against Title) has been updated to reflect the recording of:

    a. Assignment of Developer's Reserved Rights dated May 23, 2024 and recorded at the Bureau of Conveyances of the State of Hawaii (the "**Bureau**") as Document No. A-89420318 ("**Assignment of Developer's Rights**") assigning the reserved rights contained in the Declaration from Original Developer to New Developer.

    b. First Amendment to Declaration of Condominium Property Regime of Ālia at 888 Ala Moana and Amended and Restated Condominium Map dated May 23, 2024 and recorded at the Bureau as Document No. A-89420319 (the "**Declaration Amendment**"). The Declaration Amendment: (a) notes the change to New Developer, (b) incorporates additional limitations on commercial uses of the Commercial Unit; (c) imposes restrictions on the culturally inappropriate use of Hawaiian words in signage at the Project; (d) clarifies Developer's reserved right to grant and receive easements over, under, upon, across, and through the Project; (e) reserves the right to Developer to install, repair, maintain, remove, and/or replace art murals on the exterior wall of the Parking Structure facing Auahi Street; (f) clarifies that any monetary damages or award paid in connection with construction defects must be first applied to the cost to repair the defect; (g) updates the floorplans of certain units, the approximate net living areas of certain units and the approximate net lanai areas of certain lanais; (h) recalculates the Common Interests and Class Common Interests of the units; (i) updates the Unit Numbers and Unit Types of certain units; (j) updates the total number of visitor parking stalls, residential parking stalls, and electronic vehicle parking stalls; (k) updates the total area of certain storage rooms and corrects the numbering for certain storage rooms; and (l) corrects the number of bathrooms of certain units. Exhibit A (Unit Numbers, Unit Types, Number of Bedrooms and Bathrooms, Parking Stalls, Storage Lockers, Storage Rooms, Approximate Net Living Areas, Approximate Net Lanai Areas,

Total Approximate Net Areas, Common Interest; Class Common Interest), Exhibit C (Permitted Alterations to Units), Paragraph J, Exhibit D (Special Use Restrictions), Paragraphs D.1 and D.2, Exhibit G (Reserved Rights of Developer), Paragraphs A, G, and Q, and the Amended and Restated Condominium Map have been updated to reflect these changes and new limitations and restrictions.

c. First Amendment to Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana dated May 23, 2024 and recorded at the Bureau as Document No. A-89420320 (the "**Bylaws Amendment**") noting the change to New Developer.

d. Reference to the "Memorandum to Planned Development Permit" has been updated to refer to the Memorandum of Findings of Fact, Conclusions of Law, and Decision and Order dated August 15, 2023, and recorded as Document No. A-86270583, as amended by Amendment to Findings of Fact, Conclusions of Law, and Decision and Order dated May 23, 2024 and recorded at the Bureau as Document No. A-89420317, which amendment notes the change to New Developer.

e. Notice of Assignment dated May 23, 2024 and recorded at the Bureau as Document No. A-89420316 noting the assignment of the Option, Purchase and Sale Agreement to New Developer.

Sections 3.1, 3.2 and 3.3 on page 10 of this Public Report reflects the recordation of the Declaration Amendment, Bylaws Amendment and Amended and Restated Condominium Map amendment, respectively.

10. House Rules. Section 3.4 on page 11 of the Original Report (House Rules) has been amended to refer to Exhibit K.

11. Status of Construction. Section 5.5 on page 14 of the Original Report (Status of Construction) has been updated to reflect that construction commenced in November of 2023.

12. Road Widening. Paragraph 7 of Section 6 on page 19 has been updated to reflect that any potential road widening would be limited to 130 feet instead of 138 feet, and to further reflect that such road widening may or may not occur.

13. Ownership of Auahi Street. Paragraph 30 of Section 6 on Page 19e has been updated to reflect that the Auahi Street Parcel is now owned by Ulana Ward Village, LLC.

14. Correction of Total Number of Units. The Project is currently anticipated to include 458 units. However, certain documents noted a different unit count. The following have been updated to correct the number of units in the Project:

    a. Exhibit "A": Paragraph C (Common Interest) on Page 26 of Exhibit "A" to the Original Report has been updated herein.

    b. Escrow Agreement: The Escrow Agreement was corrected by that First Amendment to Ālia at 888 Ala Moana Escrow Agreement dated October 13, 2023. Section 5.1 on page 13 has been updated to note the Escrow Agreement has been amended.

    c. Management Agreement: The Property Management and Agency Agreement was corrected by that First Amendment to Property Management and Agency Agreement dated October 17, 2023.

    d. Purchase Agreements: The specimen Purchase Agreements have been updated.

15. Specimen Unit Deeds. The Specimen Unit Deeds have been updated to include the following:

a. Acknowledgment of HCDA's District-Wide Improvement Assessment Program (as discussed in Section 2 on page 1a of the Original Report and Section B.2, page 1d of this Public Report). Exhibit "L" to the Original Report has been amended to include discussion of the same;

b. Reference to the new encumbrances against title discussed in Section A.8, above (with the exception of the Notice of Assignment, which will be removed when New Developer acquires the land underlying the Project);

c. Reference to the following future encumbrances against title in connection with New Developer's acquisition of the land underlying the Project:

i. Declaration of Covenants Running with the Land (Land Block I) by the Trustees of the Estate of Bernice Pauahi Bishop;

ii. Annexation of the land underlying the Project to the Community Charter for Kaiāulu ʻo Kakaʻako dated September 16, 2014, recorded in the Bureau as Document No. A-53740943, (as previously discussed in Section 3 on page 1b of the Original Report and Section B.3 on page 1e of this Public Report) by Supplement to Community Charter for Kaiāulu ʻo Kakaʻako (Land Block I);

iii. The governing documents of the Kaiāulu ʻo Kakaʻako Owners Association, Inc. are specifically enumerated; and

iv. Limited Warranty Deed with Reservations and Covenants conveying the underlying land from Landowner.

d. Update of the names of the Trustees of Landowner.

B. **Significant Matters Regarding the Project**.

1. **Project Information**. The Ālia at 888 Ala Moana condominium project (the "**Project**") is located in the City and County of Honolulu, State of Hawaii. The Project is currently expected to consist of: (a) one (1) Commercial Unit; and (b) four hundred fifty-seven (457) Residential Units, for a total of four hundred fifty-eight (458) units (collectively, the "**Units**" and each a "**Unit**") located in a single thirty-nine (39) story building as set forth in the Declaration of Condominium Property Regime of Ālia at 888 Ala Moana dated November 15, 2022 (the "**Declaration**") and recorded in the Bureau of Conveyances of the State of Hawaii (the "**Bureau**") as Document No. A-83600884 and shown on Condominium Map No. 6437 (the "**Condominium Map**").

2. **Kaka`ako Community Development District Mauka Area Plan and Rules: Planned Development Permit, Planned Development Agreement and District Wide Improvement District Assessment Program**. The Project is located within the Kaka`ako Community Development District and is subject to the jurisdiction of the Hawaii Community Development Authority ("**HCDA**"). The Project will be developed subject to and in compliance with the terms of various permits and agreements by and/or between the Trustees of the Estate of Bernice Pauahi Bishop ("**Landowner**"), Developer, or Landowner's and Developer's predecessor-in-interest and/or HCDA (collectively, the "**HCDA Agreements**"). Purchasers should make careful review of Exhibit "M" to this Public Report which summarizes the more salient HCDA Agreements. Developer, as the developer of the Project, has the right, without the consent or joinder of any other person or entity, pursuant to the Declaration, to sign and record (if appropriate) such documents or instruments (including, but not limited to, amendments to the Declaration, the Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana dated November 15, 2022 (the "**Bylaws**") and recorded in the Bureau as Document No. A-83600886, or the Condominium Map), enter into such agreements and do all things that may be reasonably necessary to obtain such further permits and/or agreements as may be required by the HCDA Agreements, and/or HCDA's Mauka Area Rules (Title 15, Subtitle 4, Chapter 22, of the Hawaii Administrative Rules)

in effect on September 2, 2009 ("**Mauka Area Rules**"), and to comply with all applicable permits, laws, rules, ordinances, and other governmental requirements that pertain to the Project. The Project is also subject to the HCDA's District-Wide Improvement Assessment Program and will be assessed for the cost of improvements made outside, but in the vicinity of the Project. If any such assessments are made, the owners shall be responsible for and shall pay their respective prorated share of any such assessment.

3. **Kaiāulu ʻo Kakaʻako; Master Plan**. The land underlying the Project (the "**Land**") will be annexed into the Community Charter for Kaiāulu ʻo Kakaʻako dated September 15, 2014 and recorded in the Bureau as Document No. A-53740943, as amended or supplemented ("**Master Charter**") and is part of an urban, mixed-use master planned community called, "Kaiāulu ʻo Kakaʻako in the City and County of Honolulu.

   The Project will be one of multiple projects to be located in "Kaiāulu ʻo Kakaʻako" or the "Community." The Master Charter, the By-Laws of Kaiāulu ʻo Kakaʻako Owners Association ("**Master By-Laws**") recorded as an exhibit to the Master Charter, and other "Governing Documents" as defined in the Master Charter ("**Master Governing Documents**"), as the same may be amended and/or supplemented from time to time, create rules and regulations for operation and being a part of the Community, including, without limitation, any assessments, voting rights, design restrictions, and the design review process set forth therein, if applicable. By acquiring an interest in the Project, each owner agrees to carefully review, observe, and comply with all covenants, conditions, restrictions, and other requirements to which the Project is subject under the Master Charter and Master By-Laws, including memberships in the Kaiāulu ʻo Kakaʻako Owners Association and the payment of such sums as may be assessed pursuant to such Master Charter or Master By-Laws ("**Master Assessments**") for the Project's share of common expenses for Kaiāulu ʻo Kakaʻako. Further, Developer shall have the reserved right, without the consent of any owners or such owners' mortgagees, to amend the Declaration and to enter into any agreements and to grant easements and to do all things necessary and convenient to effect and implement the purposes of the Master Charter, Master By-Laws, and other Master Governing Documents and to execute, record, and deliver any and all documents necessary to effect the same, including, but not limited to, any amendments to the Declaration and to the Condominium Map. In the event of a conflict between the Declaration and Bylaws and the Master Charter and/or Master By-Laws and other Master Governing Documents, the Master Charter and/or Master By-Laws and other Master Governing Documents, as applicable, shall control. Upon such annexation, the Declaration, the Bylaws, and the Condominium Map shall be subordinated to the Master Charter and the Master By-Laws, together with such rules and regulations promulgated thereto. Purchasers should review Exhibit "N" for further information.

4. **OWNERSHIP OF LAND**. DEVELOPER HAS NOT YET ACQUIRED THE FEE SIMPLE INTEREST IN THE LAND BUT INTENDS TO OWN THE LAND IN FEE PRIOR TO THE SALE OF ANY RESIDENTIAL UNITS TO THE PUBLIC. LANDOWNER IS THE CURRENT FEE OWNER OF THE LAND OF THE PROJECT. LANDOWNER IS NOT THE DEVELOPER OF THE PROJECT AND LANDOWNER'S JOINDER IN, OR CONSENT TO, ANY CONDOMINIUM DOCUMENTS SHALL NOT, IN ANY WAY OR FOR ANY PURPOSE, BE CONSTRUED TO MEAN THAT LANDOWNER IS THE DEVELOPER OF THE PROJECT OR A PARTNER WITH DEVELOPER IN THE CONDUCT OF ITS BUSINESS, OR OTHERWISE, OR A JOINT VENTURER OR A MEMBER OF A JOINT ENTERPRISE WITH DEVELOPER. LANDOWNER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECTS OF THE PROJECT. THE STATEMENTS SET FORTH IN THIS REPORT AND ANY CONDOMINIUM DOCUMENTS ARE SOLELY THOSE OF DEVELOPER AND ARE NOT AND SHOULD NOT BE CONSTRUED AS STATEMENTS MADE BY OR REPRESENTATIONS OF LANDOWNER. DEVELOPER, AND NOT LANDOWNER, SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF THE PROJECT, INCLUDING, WITHOUT LIMITATION, THE MARKETING, SALE, DEVELOPMENT AND CONSTRUCTION OF THE PROJECT.

AN AFFILIATE OF 888 ĀLIA LLC ENTERED INTO THAT CERTAIN OPTION, PURCHASE AND SALE AGREEMENT BETWEEN LANDOWNER, AS "SELLER," AND SUCH AFFILIATE, AS "BUYER," DATED JANUARY 21, 2022, AS AMENDED ("**OPSA**") FOR THE PURCHASE OF THE FEE SIMPLE INTEREST IN THE LAND OF THE PROJECT. SUCH AFFILIATE HAS ASSIGNED THE RIGHT TO PURCHASE THE LAND TO DEVELOPER. A MEMORANDUM OF THE OPSA IS ON FILE WITH THE REAL ESTATE COMMISSION AND IS AVAILABLE FROM DEVELOPER UPON REQUEST. IN ACCORDANCE WITH THE OPSA, LANDOWNER SHALL NOT BE SUBJECT TO THE OBLIGATIONS AND LIABILITIES OF DEVELOPER UNDER THE PURCHASE AGREEMENT FOR THE SALE OF A UNIT IN THE PROJECT ("**UNIT PURCHASE AGREEMENT**"). DEVELOPER RESERVES THE RIGHT TO PURCHASE THE FEE SIMPLE INTEREST IN THE LAND, TO ENTER INTO AGREEMENTS WITH LANDOWNER WITH RESPECT TO THE PURCHASE OF THE LAND AND DEVELOPMENT OF THE PROJECT. THE PURCHASE OF THE FEE SIMPLE INTEREST IN THE LAND OF THE PROJECT BY DEVELOPER, THE RECORDATION OF THE DEED CONVEYING TITLE TO THE LAND OF THE PROJECT, AND THE ENTERING INTO AGREEMENTS WITH LANDOWNER SHALL NOT CONSTITUTE A MATERIAL CHANGE IN THE PROJECT.

THE CONVEYANCE OF THE FEE SIMPLE INTEREST IN THE LAND FROM LANDOWNER WILL BE IN "AS-IS, WHERE-IS" CONDITION, "WITH ALL FAULTS AND DEFECTS", WITH NO REPRESENTATION OR WARRANTIES BY LANDOWNER. DEVELOPER WILL ACCEPT AND ASSUME, AS BETWEEN DEVELOPER AND LANDOWNER, ALL RISKS WITH RESPECT TO THE LAND, AND WILL RELEASE AND FOREVER DISCHARGE LANDOWNER FROM AND AGAINST ANY AND ALL SUITS, ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, CONSEQUENTIAL DAMAGES, LOSSES, COSTS AND EXPENSES OF ANY KIND, WHETHER KNOWN OR UNKNOWN, WHICH DEVELOPER HAD, HAS OR AT ANY TIME MAY HAVE, WITH RESPECT TO THE LAND. THIS RELEASE AND DISCHARGE OF LANDOWNER SHALL APPLY TO DEVELOPER AND ANY SUCCESSORS AND ASSIGNS OF DEVELOPER IN THE LAND, INCLUDING A PURCHASER UPON ACQUISITION OF A UNIT IN THE PROJECT.

IN THE EVENT THE OPSA IS TERMINATED FOR ANY REASON WHATSOEVER PRIOR TO THE CONVEYANCE OF THE LAND TO DEVELOPER BY WAY OF A DEED PURSUANT TO THE OPSA ("LAND CLOSING"), THEN THE UNIT PURCHASE AGREEMENT SHALL BE TERMINATED AND DEVELOPER SHALL PROMPTLY REFUND TO PURCHASER ALL MONIES PAID BY PURCHASER, PLUS ANY INTEREST EARNED THEREON. DEVELOPER SHALL NOT BE CONSIDERED IN DEFAULT UNDER THE UNIT PURCHASE AGREEMENT FOR TERMINATION OF THE UNIT PURCHASE AGREEMENT PURSUANT TO THIS SECTION.

NOTWITHSTANDING THE PROVISIONS OF THE UNIT PURCHASE AGREEMENT, DEVELOPER SHALL NOT BE PERMITTED TO USE PURCHASER'S DEPOSITS TO PAY CONSTRUCTION COSTS AND OTHER EXPENSES, AS PROVIDED IN SECTION 514B-92 OF THE HAWAII REVISED STATUTES, PRIOR TO THE LAND CLOSING. **PURCHASER SHALL BE REQUIRED TO SUBORDINATE THE UNIT PURCHASE AGREEMENT AND ANY RIGHTS THEREIN OR RELATED RIGHTS PURCHASER HAS, MAY HAVE OR HEREAFTER MAY ACQUIRE WITH RESPECT TO THE PURCHASE OF THE UNIT PURSUANT TO THE UNIT PURCHASE AGREEMENT TO THE OPSA. PROVIDED THAT THE OPSA IS NOT TERMINATED, DEVELOPER SHALL NOT CLOSE ON ANY UNITS UNTIL AFTER THE LAND CLOSING AND DEVELOPER HAS FEE SIMPLE TITLE TO THE LAND.**

5. **Planned Development Permit**. HCDA issued its Findings of Fact, Conclusions of Law, and Decision and Order approving Planned Development Permit Application No. KAK 22-042 (the "**PD Permit**") to an affiliate of 888 Ālia LLC in connection with the Project. The PD Permit, subject to certain conditions contained therein, allowed certain modifications to existing zoning rules, including modifications to: (a) increase the mixed-use platform height from forty-five (45) to sixty (60) feet, including an additional twelve (12) feet for accessory structures, having a total of less than fifteen percent (15%) of the podium roof area, and an additional eighteen (18) feet for

structures that will house elevator machinery on the podium roof; and (b) encroach into the view corridor height and slope setback for 54% of Ala Moana Boulevard frontage. The PD Permit has been assigned to Developer.

6. **Joint Development Agreement; Memorandum of PD Permit**. The PD Permit requires that Developer record with the Bureau a joint development agreement to permit the development of the Land, which is made up of multiple lots, as a single development. Additionally, the PD Permit requires that Developer record a memorandum of the PD Permit with the Bureau. These documents will be recorded prior to the closing of Units in the Project.

7. **Reserved Housing Units**. Pursuant to the PD Permit, Developer will designate forty (40) Residential Units in the Project to be initially sold as reserved housing units ("**Reserved Housing Units**") for purchase by persons who meet certain eligibility requirements under the Mauka Area Rules, as determined by HCDA. The sales of Reserved Housing Units are subject to the jurisdiction of HCDA and the terms and restrictions of the Mauka Area Rules, which include, without limitation, residency requirements, income and asset limits, occupancy requirements, HCDA buy-back rights, and shared equity requirements. PURCHASERS WHO WISH TO PURCHASE A RESERVED HOUSING UNIT SHOULD CONSULT WITH DEVELOPER TO DETERMINE IF RESERVED HOUSING UNITS HAVE BEEN DESIGNATED BY DEVELOPER AND ARE CURRENTLY BEING OFFERED FOR SALE, AND TO FURTHER DETERMINE APPLICABLE ELIGIBILITY REQUIREMENTS AND OWNERSHIP RESTRICTIONS TO QUALIFY FOR THE PURCHASE OF A RESERVED HOUSING UNIT PRIOR TO SIGNING A PURCHASE AGREEMENT FOR A RESERVED HOUSING UNIT.

8. **Deferred Compensation**. The recorded deed by which Developer acquires title to the Land contains a covenant to pay certain amounts to Landowner upon close of sale of Units in the Project. At closing, Units shall be released from this covenant.

9. **Reserved Rights of Developer**. Exhibit "G" to this Public Report sets forth a summary of certain reserved rights of Developer. These rights will continue even after completion of the Project and closings of the sales of units and title is transferred to owners, until December 31, 2042. Purchasers should note that among those rights that are reserved to Developer is the right to change the Units and amenities in the Project. Generally, these changes, if made, are not "material changes" that will permit a purchaser to rescind a purchase agreement. Note, however, that if such a change results in a decrease in net living area of a Unit by more than two percent (2%), it will be deemed to be a material change that would permit a purchaser to rescind the sale.

   By signing a Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney for Ālia at 888 Ala Moana, a purchaser consents to the exercise by Developer of any of Developer's reserved rights and the appointment of Developer as the purchaser's attorney-in-fact. See Section D of Exhibit "L" for more information.

10. **Private Roads**. Portions of Kō'ula Street and portions of Auahi Street are privately owned streets, and use of such streets is permissive and subject to revocation by the third parties owning the same. Purchasers should review Sections 6.29 and 6.30 on pages 19d and 19e for further information.

11. **Dispute Resolution; Waivers**. The following provisions apply to the resolution of covered disputes arising in connection with a purchase agreement or the Declaration, respectively:

    A. **Purchase Agreement (Section E.38):** The following provisions apply to the resolution of Disputes (as defined below):

PURPOSE AND EXCLUSIVITY. THE PURPOSE OF THESE DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES (THE "**PROCEDURES**") IS TO PROVIDE DEVELOPER AND ITS OFFICERS, AGENTS, EMPLOYEES, BROKERS, OTHER REPRESENTATIVES, OR

ANY PURCHASER OR OTHER OWNER OF AN INTEREST IN THE UNIT AND ANY PERSONS CLAIMING THEREUNDER (COLLECTIVELY FOR PURPOSES OF THIS SECTION, THE "**PARTIES**") WITH A MECHANISM TO RESOLVE DISPUTES THAT MAY DEVELOP IN THE FUTURE CONCERNING THE PROJECT OR THE UNIT. THE PARTIES AGREE THAT THESE PROCEDURES SHALL BE THE EXCLUSIVE METHOD TO RESOLVE ALL DISPUTES AND THAT THE GOAL OF THE PARTIES IN AGREEING TO THESE PROCEDURES IS TO ENSURE THAT ALL DISPUTES ARE RESOLVED IN THE MOST EXPEDITIOUS AND INEXPENSIVE MANNER POSSIBLE. ALL PROVISIONS OF THESE PROCEDURES ARE TO BE INTERPRETED WITH THIS PURPOSE IN MIND. NOTWITHSTANDING THE FOREGOING, THESE PROCEDURES ARE NOT MEANT TO LIMIT IN ANY WAY (i) THE RIGHTS OF THE ASSOCIATION OR ITS BOARD TO PURSUE THEIR LEGAL REMEDIES IN THE CASE OF ANY DELINQUENCY IN THE PAYMENT OF MAINTENANCE FEES, OR IN THE ENFORCEMENT OF THE PROVISIONS OF THE DECLARATION, BYLAWS, OR HOUSE RULES, AS THE SAME MAY BE AMENDED FROM TIME TO TIME, (ii) THE RIGHTS AND REMEDIES OF ANY LENDER THAT SEEKS TO ENFORCE ITS REMEDIES AGAINST DEVELOPER, ANY OWNER, THE ASSOCIATION, OR ANY OTHER PARTY, (iii) ANY CONTRACT THAT DEVELOPER MAY ENTER INTO WITH A CONTRACTOR TO BUILD THE PROJECT, AND (iv) THE RIGHTS OF PARTIES TO PURSUE OTHER DISPUTE RESOLUTION PROCEDURES IF THE PROCEDURES DO NOT RESULT IN THE RESOLUTION OF THE DISPUTE IN QUESTION.

1. DEFINITION. "**DISPUTES**" MEANS AND INCLUDES ANY AND ALL ACTIONS, CLAIMS, OR DISPUTES BY, BETWEEN, OR AMONG THE PARTIES: (a) THAT ARISE OUT OF: THE PROJECT; THIS PURCHASE AGREEMENT; DOCUMENTS RELATING TO THE ASSOCIATION; ANY OTHER AGREEMENTS BETWEEN THE PARTIES; THE SALE OF A UNIT; THE USE OR CONDITION OF ANY IMPROVEMENT OR ANY PORTION THEREOF; THE DESIGN OR CONSTRUCTION OF ANY IMPROVEMENT OR ANY PORTION THEREOF; OR ANY CONDITION ON OR AFFECTING THE PROJECT OR ANY PORTION THEREOF; INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSTRUCTION DEFECTS, SURVEYS, SOILS CONDITIONS, GRADING, SPECIFICATIONS, INSTALLATION OF IMPROVEMENTS, OR DISPUTES WHICH ALLEGE BREACH OF IMPLIED OR EXPRESS WARRANTIES AS TO THE CONDITION OF ANY IMPROVEMENT OR THE PROJECT; AND (b) WHERE THE TOTAL AMOUNT IN CONTROVERSY (INCLUDING ALL CLAIMS AND COUNTERCLAIMS) IS GREATER THAN THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00). NOTWITHSTANDING ANYTHING ELSE IN THIS SECTION TO THE CONTRARY, ANY ACTION OR CLAIM BY OR BETWEEN DEVELOPER AND PURCHASER ARISING OUT OF OR INCIDENT TO THE PURCHASE AGREEMENT THAT IS RAISED OR OTHERWISE ASSERTED BEFORE THE CLOSING DATE NEED NOT BE SUBMITTED TO ALTERNATIVE DISPUTE RESOLUTION AS PROVIDED HEREIN, AND DEVELOPER AND PURCHASER SHALL BE FREE TO PURSUE SUCH ACTION OR CLAIM AS OTHERWISE PROVIDED HEREIN, IN PROCEEDINGS BEFORE ANY COURT OF COMPETENT JURISDICTION. PURCHASER AND DEVELOPER AGREE THAT ANY JUDICIAL PROCEEDINGS INITIATED UNDER THE PRECEDING SENTENCE SHALL BE CONDUCTED IN HONOLULU, HAWAII.

2. KNOWING RELEASE. THE PARTIES ACKNOWLEDGE THAT THE PROCEDURES HAVE BEEN A MATERIAL INDUCEMENT FOR THEM TO ENTER INTO THIS PURCHASE AGREEMENT. TO ACCOMPLISH THE PURPOSE OF THESE PROCEDURES, THE PARTIES, WITH RESPECT TO ANY DISPUTE, AND ANY PROHIBITED LITIGATION REFERRED TO IN SUBSECTION 6 BELOW, WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION THAT IS BASED UPON OR ARISING OUT OF SUCH DISPUTE, OR SUCH PROHIBITED LITIGATION. IN ADDITION, WITH RESPECT TO ANY DISPUTE OR PROHIBITED LITIGATION, THE PARTIES WAIVE ANY AND ALL RIGHTS THAT EITHER OF THEM MAY HAVE TO RECOVER ANY TYPE OF PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR TREBLE OR OTHER MULTIPLE DAMAGES PROVIDED FOR BY ANY STATUTE OR RULE; PROVIDED, HOWEVER, THAT SUCH WAIVER SHALL NOT EXTEND TO ANY ACTIONS DEEMED TO CONSTITUTE INTENTIONAL AND RECKLESS CONDUCT BY THE ARBITRATOR SELECTED FOR BINDING ARBITRATION IN

ACCORDANCE WITH THE TERMS OF SUBSECTION 5 BELOW. NOTHING CONTAINED IN THIS SUBSECTION SHALL PRECLUDE THE RECOVERY OF OTHER DAMAGES OR ATTORNEYS' FEES AND COSTS AS AND TO THE EXTENT PROVIDED ELSEWHERE IN THE PURCHASE AGREEMENT.

3. NOTICE. EXCEPT FOR DISPUTES RELATING TO CONSTRUCTION DEFECTS, WHICH SHALL BE GOVERNED BY THE CONTRACTOR REPAIR ACT, CHAPTER 672E OF THE HAWAII REVISED STATUTES (THE "**CONTRACTOR REPAIR ACT**"), ANY PERSON WITH A DISPUTE SHALL NOTIFY THE PARTY TO WHOM THE DISPUTE IS DIRECTED IN WRITING OF THE DISPUTE, WHICH WRITING SHALL DESCRIBE THE NATURE OF THE DISPUTE AND ANY PROPOSED REMEDY (THE "**DISPUTE NOTICE**"). WITHIN A REASONABLE PERIOD AFTER RECEIPT OF THE DISPUTE NOTICE, WHICH PERIOD SHALL NOT EXCEED SIXTY (60) CALENDAR DAYS, THE PARTIES TO THE DISPUTE, REPRESENTED BY INDIVIDUALS WITH DECISION MAKING AUTHORITY, SHALL MEET AT A MUTUALLY ACCEPTABLE PLACE WITHIN OR NEAR THE PROJECT TO DISCUSS THE DISPUTE. THE PARTIES TO THE DISPUTE SHALL NEGOTIATE IN GOOD FAITH IN AN ATTEMPT TO RESOLVE THE DISPUTE.

4. MEDIATION. IF THE PARTIES TO THE DISPUTE CANNOT RESOLVE SUCH DISPUTE PURSUANT TO THE CONTRACTOR REPAIR ACT OR THE PROCEDURES DESCRIBED ABOVE, THE MATTER SHALL BE SUBMITTED TO MEDIATION PURSUANT TO THE PROCEDURES ADOPTED BY DISPUTE PREVENTION AND RESOLUTION, INC. LOCATED IN HONOLULU, HAWAII (EXCEPT AS SUCH PROCEDURES ARE MODIFIED BY THE PROVISIONS OF THIS SUBSECTION) OR ANY SUCCESSOR THERETO OR TO ANY OTHER ENTITY OFFERING MEDIATION SERVICES THAT IS ACCEPTABLE TO THE PARTIES. THE MEDIATOR SHALL BE SELECTED WITHIN FIFTEEN (15) BUSINESS DAYS OF THE SUBMITTAL OF THE DISPUTE TO MEDIATION. NO PERSON SHALL SERVE AS A MEDIATOR IN ANY DISPUTE IN WHICH THE PERSON HAS ANY FINANCIAL OR PERSONAL INTEREST IN THE RESULT OF THE MEDIATION, EXCEPT BY THE WRITTEN CONSENT OF ALL PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION. PRIOR TO ACCEPTING ANY APPOINTMENT, THE PROSPECTIVE MEDIATOR SHALL DISCLOSE ANY CIRCUMSTANCES LIKELY TO CREATE A PRESUMPTION OF BIAS OR TO PREVENT A PROMPT COMMENCEMENT OF THE MEDIATION PROCESS.

a. POSITION LETTER; PRE-MEDIATION CONFERENCE. WITHIN TEN (10) BUSINESS DAYS OF THE SELECTION OF THE MEDIATOR, EACH PARTY TO THE DISPUTE PARTICIPATING IN THE MEDIATION SHALL SUBMIT A LETTER SETTING FORTH A CONCISE DESCRIPTION OF ITS POSITION WITH REGARD TO THE ISSUES THAT NEED TO BE RESOLVED. SUCH LETTER SHALL BE OF A LENGTH AND MEET THE FORMATTING SPECIFICATIONS ESTABLISHED BY THE MEDIATOR, PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE MEDIATOR REQUIRE SUCH LETTER TO BE LESS THAN FIVE (5) SINGLE-SPACED PAGES. THE MEDIATOR SHALL HAVE THE RIGHT TO SCHEDULE A PRE-MEDIATION CONFERENCE AND ALL PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION SHALL ATTEND UNLESS OTHERWISE AGREED. THE MEDIATION SHALL BE COMMENCED WITHIN TEN (10) BUSINESS DAYS FOLLOWING THE SUBMITTAL OF THE LETTER AND SHALL BE CONCLUDED WITHIN FIFTEEN (15) BUSINESS DAYS FROM THE COMMENCEMENT OF THE MEDIATION UNLESS THE PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION MUTUALLY AGREE TO EXTEND THE MEDIATION PERIOD. THE MEDIATION SHALL BE HELD IN HONOLULU, HAWAII OR SUCH OTHER PLACE AS IS MUTUALLY ACCEPTABLE TO THE PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION.

b. CONDUCT OF MEDIATION. THE MEDIATOR HAS DISCRETION TO CONDUCT THE MEDIATION IN THE MANNER THAT THE MEDIATOR BELIEVES IS MOST APPROPRIATE FOR REACHING A SETTLEMENT OF THE DISPUTE. THE MEDIATOR IS AUTHORIZED TO CONDUCT JOINT AND SEPARATE MEETINGS WITH THE PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION AND TO MAKE ORAL AND WRITTEN

RECOMMENDATIONS FOR SETTLEMENT. WHENEVER NECESSARY, THE MEDIATOR MAY ALSO OBTAIN EXPERT ADVICE CONCERNING TECHNICAL ASPECTS OF THE DISPUTE, PROVIDED THE PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION AGREE AND ASSUME THE EXPENSES OF OBTAINING SUCH ADVICE. THE MEDIATOR DOES NOT HAVE THE AUTHORITY TO IMPOSE A SETTLEMENT ON THE PARTIES TO THE DISPUTE PARTICIPATING IN THE MEDIATION.

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

d. RECORD. THERE SHALL BE NO STENOGRAPHIC RECORD OF THE MEDIATION PROCESS.

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

5. BINDING ARBITRATION. IF THE PARTIES TO THE DISPUTE CANNOT RESOLVE SUCH DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED ABOVE, THE MATTER SHALL BE SUBMITTED TO BINDING ARBITRATION PURSUANT TO (I) THE PROVISIONS OF CHAPTER 658A OF HAWAII REVISED STATUTES, AS AMENDED FROM TIME TO TIME (WITH EXCEPTION OF HAWAII REVISED STATUTES §§ 658A-21(a), (c) AND (e), AS AMENDED, WHICH THE PARTIES HEREBY AGREE TO WAIVE) AND (II) THE RULES AND PROCEDURES ADOPTED BY DISPUTE PREVENTION AND RESOLUTION, INC. (EXCEPT AS SUCH RULES ARE MODIFIED BY THE PROVISIONS OF THIS SUBSECTION) OR ANY SUCCESSOR THERETO OR TO ANY OTHER ENTITY OFFERING ARBITRATION SERVICES THAT IS ACCEPTABLE TO SUCH PARTIES ("**DISPUTE AGENCY**"). ALL ARBITRATION PROCEEDINGS SHALL BE CONDUCTED IN HONOLULU, HAWAII OR SUCH OTHER PLACE AS IS MUTUALLY ACCEPTABLE TO THE PARTIES TO THE DISPUTE PARTICIPATING IN THE ARBITRATION.

a. SELECTION OF ARBITRATOR. ALL DISPUTES SHALL BE HEARD BY A SINGLE ARBITRATOR, WHO SHALL EITHER BE A FORMER JUDGE WITH SUBSTANTIAL EXPERIENCE IN RESIDENTIAL REAL ESTATE LITIGATION MATTERS OR A LICENSED ATTORNEY WITH AT LEAST TEN (10) YEARS EXPERIENCE IN RESIDENTIAL REAL ESTATE TRANSACTIONS AND/OR LITIGATION INVOLVING RESIDENTIAL REAL ESTATE; PROVIDED, HOWEVER, THAT IF THE DISPUTE RELATES TO A CONSTRUCTION DEFECT, THE ARBITRATOR SHALL EITHER BE A FORMER JUDGE WITH SUBSTANTIAL EXPERIENCE IN CONSTRUCTION DEFECT LITIGATION OR A LICENSED ATTORNEY WITH AT LEAST TEN (10) YEARS EXPERIENCE IN CONSTRUCTION DEFECT LITIGATION. THE ARBITRATOR SHALL BE SELECTED IN THE MANNER SET FORTH IN THE RULES OF THE DISPUTE AGENCY WITHIN TEN (10) BUSINESS DAYS AFTER THE SUBMITTAL OF THE MATTER TO ARBITRATION.

b. POSITION STATEMENTS. WITHIN TEN (10) BUSINESS DAYS AFTER THE SELECTION OF THE ARBITRATOR, THE PARTY WHO REQUESTED ARBITRATION OF THE DISPUTE SHALL FILE WITH THE ARBITRATOR AND SERVE ON THE OTHER PARTY (AND

COUNSEL) A POSITION STATEMENT SETTING FORTH A DESCRIPTION OF THE FACTS UNDERLYING THE DISPUTE, THE NATURE OF THE DISPUTE, THE QUESTION(S) TO BE RESOLVED AND THE RELIEF REQUESTED. WITHIN TEN (10) BUSINESS DAYS AFTER THE SERVICE OF THE INITIAL POSITION STATEMENT, THE OTHER PARTY(IES) SHALL FILE AND SERVE WHATEVER COUNTER-POSITION STATEMENT MAY BE APPROPRIATE TO PRESERVE AND ASSERT SUCH PARTY'S POSITION SETTING FORTH A DESCRIPTION OF THE FACTS UNDERLYING THE DISPUTE, THE NATURE OF THE DISPUTE, THE QUESTION(S) TO BE RESOLVED AND THE RELIEF REQUESTED. TEN (10) BUSINESS DAYS AFTER SERVICE OF THE COUNTER-POSITION STATEMENT, ALL PARTIES SHALL FILE AND SERVE A RESPONSE TO THE POSITION STATEMENTS FILED BY THE OTHER, WHICH RESPONSES SHALL CONTAIN A SHORT DESCRIPTION OF THE RESPONSE TO THE POSITIONS BEING ASSERTED, INCLUDING ANY DEFENSES OF AN AFFIRMATIVE NATURE. ANY QUESTION ARISING OUT OF THE SAME TRANSACTION OR OCCURRENCE SHALL BE SET FORTH IN THE RESPONSES OR BE FOREVER BARRED. THE ARBITRATOR MAY PERMIT A POSITION STATEMENT, COUNTER-POSITION STATEMENT, OR RESPONSE TO BE AMENDED TO ADD A QUESTION TO BE RESOLVED OR DEFENSE ONLY UPON PRESENTATION OF A REASONABLE BASIS THEREFOR.

c. CONDUCT OF ARBITRATION HEARING. UNLESS A HEARING IS WAIVED IN WRITING BY ALL PARTIES, ALL DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR AFTER A HEARING CONDUCTED IN ACCORDANCE WITH THESE PROCEDURES. THE ARBITRATOR MAY, IN THE ARBITRATOR'S REASONABLE DISCRETION, LIMIT TESTIMONY AND ARGUMENT, BOTH LEGAL AND FACTUAL. THE HEARING SHALL BE COMMENCED AT A TIME AND PLACE SELECTED BY THE ARBITRATOR IN HONOLULU, HAWAII, UNLESS OTHERWISE AGREED TO BY THE PARTIES IN WRITING, TO AFFORD EACH PARTY ADEQUATE PREPARATION FOR PRESENTING ITS POSITION AS TO THE DISPUTE BEING ARBITRATED, BUT IN NO EVENT LATER THAN SIXTY (60) BUSINESS DAYS AFTER THE FILING OF THE LAST OF THE PARTIES' RESPONSES. UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES, THE HEARING SHALL BE CONCLUDED WITHIN TWENTY (20) BUSINESS DAYS OF COMMENCEMENT OF THE HEARING.

d. RECORD. UNLESS OTHERWISE AGREED TO BY THE PARTIES, THERE SHALL BE NO STENOGRAPHIC RECORD OF THE ARBITRATION PROCEEDINGS.

e. POWERS OF THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ALL DISPUTES SUBMITTED TO ARBITRATION HEREUNDER IN ACCORDANCE WITH THESE PROCEDURES. THE ARBITRATOR SHALL NOT HAVE THE POWER TO DECIDE ANY DISPUTE THAT WAS NOT SUBMITTED TO ARBITRATION BY THE PARTIES. THE PARTIES AGREE THAT IN ANY ARBITRATION PROCEEDING CONDUCTED UNDER THESE PROCEDURES, THE ARBITRATOR SHALL APPLY HAWAII LAW, SHALL FOLLOW THE TERMS OF THE DECLARATION, AND SHALL ONLY HAVE THE POWER TO PROVIDE IN THE AWARD FOR ANY REMEDY THAT WOULD HAVE BEEN AVAILABLE TO A COURT DECIDING THE SAME MATTER, SUBJECT TO THE LIMITATIONS AND REMEDIES CONTAINED IN THESE PROCEDURES. THE ARBITRATOR MAY EXTEND ANY OF THE DEADLINES SET FORTH IN THIS SUBSECTION UPON THE REQUEST OF EITHER PARTY FOR GOOD CAUSE; PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL ISSUE THE ARBITRATION AWARD IN THE TIME PRESCRIBED BY SUBSECTION i, BELOW.

f. DISCOVERY. THE SCOPE, METHODS, AND DURATION OF DISCOVERY SHALL BE WITHIN THE REASONABLE DISCRETION OF THE ARBITRATOR SUBJECT, HOWEVER, TO THE PROVISIONS OF THIS SUBSECTION. DISCOVERY SHALL NOT BE PERMITTED AS A MATTER OF RIGHT BUT ONLY TO THE EXTENT NECESSARY IN ACCORDANCE WITH HAWAII REVISED STATUTES §§ 658A-17(B) AND 658A-17(C), AS AMENDED, TO ACHIEVE THE PURPOSE OF THESE PROCEDURES, SET FORTH IN THIS SUBSECTION. TO FACILITATE SUCH DISCOVERY, THE ARBITRATOR SHALL HAVE THE POWER TO ISSUE SUBPOENAS FOR THE ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AS PERMITTED BY HAWAII REVISED STATUTES § 658A-17(A), AS

AMENDED. THE PARTIES TO THE DISPUTE SHALL COOPERATE TO THE GREATEST EXTENT POSSIBLE SO AS TO AVOID THE NECESSITY FOR THE ISSUANCE OF SUBPOENAS.

g. OTHER EVIDENCE. NEITHER HAWAII NOR THE FEDERAL RULES OF EVIDENCE OR CIVIL PROCEDURE WILL BE APPLICABLE, EXCEPT THAT THE ATTORNEY-CLIENT PRIVILEGE AND THE WORK PRODUCT DOCTRINE UNDER HAWAII LAW SHALL APPLY.

h. EXPENSES AND FEES. ALL PROPER COSTS AND EXPENSES OF THE ARBITRATION, INCLUDING, WITHOUT LIMITATION, WITNESSES' FEES, ATTORNEYS' FEES, AND THE FEES OF THE ARBITRATOR, SHALL BE CHARGED TO A PARTY OR PARTIES IN SUCH AMOUNTS AS THE ARBITRATOR DECIDES AT THE TIME OF THE AWARD. NOTWITHSTANDING THE FOREGOING, IF THE ARBITRATOR DECIDES THAT A PARTY'S CLAIMS ARE FRIVOLOUS, SUCH PARTY SHALL SOLELY BE RESPONSIBLE FOR ALL PROPER COSTS AND EXPENSES OF THE ARBITRATION, INCLUDING, WITHOUT LIMITATION, THE OTHER PARTY'S REASONABLE ATTORNEYS' FEES.

i. ARBITRATION AWARD; FINALITY. THE ARBITRATOR SHALL ISSUE A WRITTEN DECISION ON THE MERITS OF THE ISSUE(S) FRAMED BY THE POSITION STATEMENT, COUNTER-POSITION STATEMENT, AND RESPONSES WITHIN THIRTY (30) BUSINESS DAYS AFTER THE CLOSE OF THE HEARING. ALL DECISIONS OF THE ARBITRATOR SHALL BE FINAL, CONCLUSIVE AND BINDING ON THE PARTIES, AND SHALL BE SUBJECT TO THE PROVISIONS OF CHAPTER 658A, HAWAII REVISED STATUTES, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. JUDGMENT MAY BE RENDERED UPON ANY AWARD SO RENDERED BY THE COURTS OF THE STATE OF HAWAII AND THE PARTIES CONSENT TO THE JURISDICTION OF SUCH COURTS.

6. NO JUDICIAL INTERVENTION. THE PARTY BRINGING ANY LITIGATION NOT PERMITTED UNDER THESE PROCEDURES ("**PROHIBITED LITIGATION**") SHALL BE RESPONSIBLE FOR ALL REASONABLE EXPENSES AND FEES (INCLUDING THOSE OF ATTORNEYS, EXPERTS, AND OTHER PROFESSIONALS) INCURRED BY THE OTHER PARTY AS A RESULT OF SUCH PROHIBITED LITIGATION.

7. CONFIDENTIALITY. ALL NEGOTIATIONS, MEDIATIONS, ARBITRATION PROCEEDINGS, AND ANY DISCOVERY CONDUCTED PURSUANT TO THESE PROCEDURES ARE CONFIDENTIAL. ALL PROCEEDINGS CONDUCTED PURSUANT TO THESE PROCEDURES SHALL BE TREATED FOR ALL PURPOSES AS COMPROMISE AND SETTLEMENT NEGOTIATIONS WITHIN THE MEANING OF RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND RULE 408 OF THE HAWAII RULES OF EVIDENCE. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SUBSECTION SHALL LIMIT OR PREVENT A PARTY FROM DISCLOSING IN SUBMISSIONS TO THE COURT INFORMATION NECESSARY TO SUPPORT A MOTION UNDER CHAPTER 658A OF THE HAWAII REVISED STATUTES OR AN ACTION TO ENFORCE THE ARBITRATION AWARD.

8. STATUTES OF LIMITATION. NOTHING IN THIS SECTION SHALL BE CONSIDERED TO TOLL, STAY, REDUCE OR EXTEND ANY APPLICABLE STATUTE OF LIMITATIONS; PROVIDED, HOWEVER, THAT ANY PARTY SHALL BE ENTITLED TO COMMENCE A LEGAL ACTION WHICH IN THE GOOD FAITH DETERMINATION OF THE PARTY IS NECESSARY TO PRESERVE THAT PARTY'S RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS, PROVIDED THAT THE PARTY COMMENCING SUCH ACTION SHALL TAKE NO FURTHER STEPS IN PROCESSING THE ACTION UNTIL IT HAS COMPLIED WITH THE PROCEDURES DESCRIBED ABOVE.

9. SURVIVAL; SUCCESSORS AND ASSIGNS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES PURSUANT TO THIS SECTION SHALL SURVIVE THE CONVEYANCE OF THE UNIT PURSUANT TO THIS PURCHASE AGREEMENT, INCLUDING, SPECIFICALLY AS TO

ANY CONTRACTORS OR SUBCONTRACTORS, THE COMPLETION OF ANY WORK BY ANY CONTRACTORS OR SUBCONTRACTORS. THIS SECTION AND THE RIGHTS, DUTIES AND OBLIGATIONS OF THE PARTIES SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS.

B. **Purchase Agreement (Section E.35)**: The purchase agreement provides Developer the right to repurchase a Unit from a purchaser for a period of three (3) years from closing; provided, however, that Developer may exercise this right *if and only if* purchaser has made a written complaint to Developer about the physical condition and/or design of the Unit or the Project, and Developer, after a good faith and diligent effort, is unable to rectify the complaint to purchaser's satisfaction within a reasonable period of time, as determined by Developer in its sole discretion.

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

1. DISPUTES. The purpose of this Section is to provide Owners, the Association, the Board, the Managing Agent, Developer, and their respective Representatives (collectively, for purposes of this Article, the "**Parties**") with a mechanism to resolve Disputes. A "**Dispute**" means and includes any and all actions, claims, or disputes between or among the Parties with respect to, arising out of, or relating to the Declaration. A Dispute shall not include: (a) claims for construction defects governed by the Contractor Repair Act, Chapter 672E of the Hawaii Revised Statutes; (b) actions seeking equitable relief involving threatened property damage or the health or safety of Owners or any other persons; (c) actions to collect assessments; (d) personal injury claims; or (e) actions against the Association, the Board, or any Director, Officer, agent, employee, or other persons for amounts in excess of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) if insurance coverage under a policy of insurance procured by the Association or the Board would be unavailable for defense or judgment because mediation was pursued.

2. DISCUSSION. Any Party with a Dispute shall notify the Party to whom the Dispute is directed in writing of the Dispute, which writing shall describe the nature of the Dispute and any proposed remedy (the "**Dispute Notice**"). Within a reasonable period of time after receipt of the Dispute Notice, which period shall not exceed twenty-one (21) calendar days, the Parties to the Dispute shall meet at a mutually acceptable location within or near the Project to discuss the Dispute. The Parties to the Dispute shall negotiate in good faith in effort to resolve the Dispute.

3. MEDIATION. If the Parties cannot resolve the Dispute by discussion within thirty (30) calendar days after the commencement of such discussion, the matter shall be submitted to mediation by and pursuant to the procedures adopted by DPR in the Honolulu, Hawaii.

4. PARTIES PERMITTED AT SESSIONS. Persons other than the Parties, their authorized representatives, and the mediator may attend the mediation sessions only with the consent of the mediator; provided, however, such permission and consent shall not be required to allow participation of such Parties' liability insurers in the mediation to the extent required under such Parties' liability insurance policy.

5. RECORD. There shall be no stenographic record of the mediation process.

6. EXPENSES. The expenses of witnesses shall be paid by the Party producing such witnesses. All other expenses of the mediation including, but not limited to, the fees and costs charged by the mediator and the expenses of any witnesses, or the cost of any proof or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties unless they agree otherwise. Each Party shall bear its own attorneys' fees and costs in connection with such mediation.

7. NO JUDICIAL INTERVENTION. If a Party institutes litigation prior to observing the procedures set forth above ("**Prohibited Litigation**"), such Party shall be responsible for all

reasonable expenses and fees (including attorneys' fees) incurred by the other Party in obtaining a stay or dismissal of the Prohibited Litigation.

8. CONFIDENTIALITY. All negotiations, mediation proceedings, and any discovery conducted pursuant to these procedures are confidential. All proceedings conducted pursuant to these procedures shall be treated for all purposes as compromise and settlement negotiations within the meaning of Rule 408 of the Federal Rules of Evidence and Rule 408 of the Hawaii Rules of Evidence.

9. FURTHER RESOLUTION. If the Parties are unable to resolve a Dispute pursuant to the procedures described C above, each Party shall have the right to pursue all rights and remedies available to such Party at law or in equity. If a Dispute proceeds in court, such action shall be brought exclusively in the federal or state courts located in the Honolulu, Hawaii. The Parties hereby agree that the court shall apply Hawaii substantive law and applicable statutes of limitations and will honor claims of privilege recognized by law.

10. STATUTES OF LIMITATION. The applicable statute of limitations shall not be tolled by anything contained in these procedures. Notwithstanding the prohibition on litigation, a Party may commence an action solely for the purpose of tolling the statutes of limitation, provided such Party immediately stays the action to resolve the Dispute pursuant to the procedures described above.

11. UNENFORCEABILITY. If any part of this Section is held to be unenforceable, it shall be severed and shall not affect either the duties to mediate hereunder or any other part of this Article.

D. **Declaration (Section XLIX.A)**: The following are provisions in the Declaration regarding the waiver of certain rights:

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

2. WAIVER OF JURY TRIAL. EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER, AND EACH OF THEIR REPRESENTATIVES UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM, CAUSE OF ACTION, OR DISPUTE. THE PARTIES AGREE THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN COURT SHALL BE DECIDED BY A JUDGE AND NOT BY A JURY.

3. WAIVER OF CLASS ACTION. EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER, AND EACH OF THEIR REPRESENTATIVES UNCONDITIONALLY WAIVE ANY RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE PARTIES UNCONDITIONALLY AGREE THAT ANY DISPUTE WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS. ALL PARTIES TO THE LITIGATION MUST BE INDIVIDUALLY NAMED. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, AND THE PARTIES ARE SPECIFICALLY BARRED FROM DOING SO.

12. **Warranties**. Developer is developing the Project, but it is not the general contractor or an affiliate of the general contractor building the Project. Developer makes no warranties, express or implied, about the units or the Project, or about consumer products or anything else installed or contained in the units or the Project. This includes, but is not limited to, warranties of merchantability, habitability, workmanlike construction, fitness for a particular purpose, or sufficiency of design.

13. **Limitation of Purchaser's Recovery in the Event of a Developer Default**. If Developer defaults under the purchase agreement, the purchaser must provide written notice of such default to Developer. If Developer fails to cure the default within thirty (30) calendar days after it receives notice of the default, and if the purchaser is not then in material default under the purchase agreement, then the purchaser may terminate the purchase agreement and receive a refund of payments made under the purchase agreement together with any interest earned thereon.

14. **School Impact Fees**. The Project is located within the Kalihi to Ala Moana School Impact Fee District. Purchaser will pay all closing costs associated with the purchase and sale of a Unit, including, without limitation, the State of Hawaii Department of Education school impact fees. The current school impact fee is $3,864 per unit.

15. **Smoking**. Smoking is not permitted within the Units, any Common Element, Residential Limited Common Element, or Residential Unit Limited Common Element. Smoking shall only be permitted within designated smoking areas in the Project.

16. **Maintenance Fee**. The estimated maintenance fees set forth in Exhibit "H" to this Public Report are estimates only and may change for reasons beyond the control of Developer. Insurance, energy and labor costs are currently in flux and can substantially increase over a short period of time. Developer cannot predict how changes in the economic, social and political conditions in Hawaii, the U.S. and/or globally may impact such costs. Purchasers are aware and acknowledge that the budget, and, as a result, each purchaser's maintenance fee, may increase substantially due to increasing costs, including costs attributed to insurance coverage, labor and energy.

17. **Real Property Taxes**. Real property taxes are currently assessed on the Project as a whole, and the owner(s) of each Unit shall be responsible for payment of that Unit's prorated share of real property taxes, based on the approximate value of said unit and its appurtenant limited common elements. Developer will provide the allocation of real property taxes until individual statements are available. In the future, the City and County of Honolulu will assess real property taxes on each Unit separately, and the owner(s) of each Unit shall pay any and all real property taxes assessed to said Unit and its appurtenant Limited Common Elements, as separately determined and billed by the City and County of Honolulu.

18. **Insurance**. Each Unit owner is solely responsible, at such Unit owner's sole expense, for obtaining and maintaining a personal home insurance policy of Type HO-6 or an equivalent policy that provides customary coverage for liability for such owner's personal property, improvements and betterments, and other portions of the Unit that are not covered by the policy obtained by the condominium association.

19. **Use of Purchaser Deposits**. Pursuant to Section 514B-92 of the Hawaii Revised Statutes, as amended, Developer intends to use purchaser's funds to pay for certain construction and Project costs permitted by statute. Deposits may be disbursed before closing to pay for Project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the Project. Developer **has not** submitted satisfactory evidence to the Real Estate Commission of the State of Hawaii that the Project will be completed at this time but intends to do so through a subsequent amendment to this Public Report, which amendment will be delivered to purchasers. Even upon such amendment, it is possible that the Project will not be completed. If the deposits are disbursed to pay Project costs and the Project is not completed, there is a risk that purchaser's deposits will not be refunded. Purchaser should carefully consider this risk in deciding whether to purchase the Unit. See Section 5.6.2 on page 15 of this Public Report.

20. **Environmental Testing**. Developer's March 4, 2024 Phase I Environmental Site Assessment ("**ESA**") identified twelve recognized environmental conditions for the Property including: (1) use of the Property for automobile servicing operations for 58 years; (2) evidence of abandoned in-ground hydraulic hoists; (3) floor drain systems with unknown outfall; (4) residual contamination beneath the building at 800 Ala Moana Boulevard from release ID 900080; (5) a 4,000-gallon capacity gasoline underground storage tank ("**UST**") at 825 Auahi Street; (6) a 100-gallon

capacity waste oil UST at 825 Auahi Street; (7) a confirmed release at 800 Ala Moana Boulevard (Release ID 160016);(8) potential termiticide contamination in surface soil; (9) contaminated soil at the property; (10) a suspected UST discovered on November 15, 2023 near the 800 Ala Moana Building at the Property; (11) used oil, lubricating fluids, and lead-acid batteries abandoned on the Property; and (12) construction and demolition solid wastes abandoned on the Property. The ESA also identified the release from one UST at 825 Auahi Street (Release ID 920004) as a historical recognized environmental condition that is also present at the Property.

Developer is in the process of implementing a work plan to investigate these recognized environmental conditions and has invited the oversight of the State of Hawaii Department of Health, Office of Hazard Evaluation and Emergency Response ("**HDOH**"). As a result of implementing the work plan, HDOH has been notified of the discovery of additional releases. Developer expects there will be one or more written site investigation reports documenting Developer's environmental sampling activities. HDOH will publish site investigation reports and release notifications on its online portal, https://eha-cloud.doh.hawaii.gov/iHEER/#!/site/3251/documents. The HDOH portal also includes other environmental reports related to the site.

Developer has prepared a Construction Environmental Hazard Management Plan that identifies measures to protect human health and the environment during the construction process.

Following the site investigation, Developer will work with HDOH to identify and evaluate remedial alternatives for any contamination and select one or more appropriate remedies. Since the site investigation is not complete as of the date this disclosure is drafted, the extent of hazards is not yet defined, the conceptual site model is not complete, and remedies have not yet been selected. Developer may evaluate remedial alternatives such as complete or partial in situ soil and groundwater treatment ("**capping**"), complete or partial ex situ soil and groundwater treatment or disposal, institutional and engineering controls, or other remedies.

Institutional controls are administrative and legal measures such as management plans, rules, permits, requirements and warnings that prevent and control exposure to contaminants. Engineering controls are measures that physically prevent exposure to contaminants such as barriers, caps and containment walls. An example of an institutional control is an Environmental Hazard Management Plan ("**EHMP**"). The purpose of an EHMP is to provide procedures and guidelines for controlling the potential hazards posed by contaminated media remaining at a site.

Implementation of institutional and engineering controls may involve preparation and implementation of an EHMP. The EHMP may include appropriate cap maintenance/reporting requirements, restrict activities that may compromise the integrity of the engineering controls, specify appropriate soil and groundwater handling and worker protection requirements should disturbance of the contaminated soils and groundwater be unavoidable, and also specify appropriate mitigation measures if a portion of cap(s) are breached.

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

TABLE OF CONTENTS

Page

Preparation of this Report 1

General Information On Condominiums 2

Operation of the Condominium Project 2

Resources for Condominium Living 2a

1. THE CONDOMINIUM PROJECT 3

- 1.1 The Underlying Land 3
- 1.2 Buildings and Other Improvements 3
- 1.3 Unit Types and Sizes of Units 3
- 1.4 Parking Stalls 4
- 1.5 Boundaries of the Units 4
- 1.6 Permitted Alterations to the Units 4
- 1.7 Common Interest 4
- 1.8 Recreational and Other Common Facilities 4
- 1.9 Common Elements 5
- 1.10 Limited Common Elements 5
- 1.11 Special Use Restrictions 5
- 1.12 Encumbrances Against Title 5
- 1.13 Uses Permitted by Zoning and Zoning Compliance Matters 6
- 1.14 Other Zoning Compliance Matters 6
- 1.15 Conversions 7
- 1.16 Project In Agricultural District 8
- 1.17 Project with Assisted Living Facility 8

2. PERSONS CONNECTED WITH THE PROJECT 9

- 2.1 Developer 9
- 2.2 Real Estate Broker 9
- 2.3 Escrow Depository 9
- 2.4 General Contractor 9
- 2.5 Condominium Managing Agent 9
- 2.6 Attorney for Developer 9

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS 10

- 3.1 Declaration of Condominium Property Regime 10
- 3.2 Bylaws of the Association of Unit Owners 10
- 3.3 Condominium Map 10
- 3.4 House Rules 11
- 3.5 Changes to the Condominium Documents 11
- 3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents 11

4. CONDOMINIUM MANAGEMENT 12

- 4.1 Management of the Common Elements 12
- 4.2 Estimate of the Initial Maintenance Fees 12
- 4.3 Utility Charges to be Included in the Maintenance Fee 12
- 4.4 Utilities to be Separately Billed to Unit Owner 12

5. SALES DOCUMENTS 13

- 5.1 Sales Documents Filed with the Real Estate Commission 13
- 5.2 Sales to Owner-Occupants 13
- 5.3 Blanket Liens 13
- 5.4 Construction Warranties 13
- 5.5 Status of Construction, Date of Completion, or Estimated Date of Completion 14

TABLE OF CONTENTS

Page

5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance 14
5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance 14
5.6.2 Purchaser Deposits Will Be Disbursed Before Closing 15
5.7 Rights Under the Sales Contract 16
5.8 Purchaser's Right to Cancel or Rescind a Sales Contract 17
5.8.1 Purchaser's 30-Day Right to Cancel a Sales Contract 17
5.8.2 Right to Cancel a Sales Contract if Completion Deadline Missed 18
5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change 18

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT 19

EXHIBIT A: Unit Numbers, Unit Types, Number of Bedrooms and Bathrooms, Parking Stalls, Storage Lockers, Storage Rooms, Approximate Net Living Areas, Approximate Net Lanai Areas, Total Approximate Net Areas, Common Interest; Class Common Interest

EXHIBIT B: Boundaries of Each Unit

EXHIBIT C: Permitted Alterations to Units

EXHIBIT D: Special Use Restrictions

EXHIBIT E: Common Elements and Limited Common Elements

EXHIBIT F: Encumbrances Against Title

EXHIBIT G: Reserved Rights of Developer

EXHIBIT H: Estimated Budget and Initial Maintenance Fees

EXHIBIT I: Summary of Purchase Agreement

EXHIBIT J: Summary of Escrow Agreement

EXHIBIT K: Summary of House Rules

EXHIBIT L: Summary of Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney

EXHIBIT M: Summary of HCDA Permits and Agreements

EXHIBIT N: Summary of Master Charter; Master Covenants, Conditions and Restrictions

EXHIBIT O:

ADDITIONAL:

General Information on Condominiums

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

Resources For Condominium Living

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

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

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

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	☒ Fee Simple ☐ Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	☐ Yes ☒ No
Fee Owner's Name if Developer is not the Fee Owner	Trustees of the Estate of Bernice Pauahi Bishop
Address of Project	888 Ala Moana Boulevard Honolulu, Hawaii 96814
Address of Project is expected to change because (describe)	
Tax Map Key (TMK)	(1) 2-1-56:017 CPR Nos. 0001 thru 0458
Tax Map Key is expected to change because	N/A
Land Area (square feet or acres)	150,126 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	An affiliate of 888 Ālia LLC and Fee Owner entered into an Option, Purchase and Sale Agreement dated January 21, 2022 for the acquisition of the Property ("OPSA"). The OPSA has been assigned to Developer.

1.2 Buildings and Other Improvements

Number of Buildings	1
Floors Per Building	39
Number of New Building(s)	1
Number of Converted Building(s)	0
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Concrete, steel, glass

1.3 Unit Types and Sizes of Units

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

458	**Total Number of Units**

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

1.4 Parking Stalls

Total Parking Stalls in the Project:	913
Number of Guest Stalls in the Project:	39 for residential visitors
Number of Parking Stalls Assigned to Each Unit:	See Exhibit A
Attach Exhibit A specifying the parking stall number(s) assigned to each unit and guest and the type of parking stall(s) (compact/standard/tandem, covered/open, and electric charging ready/capable).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. All unassigned Residential Parking Stalls are currently assigned to Residential Unit 709 and may be subsequently assigned to individual Residential Units.	

1.5 Boundaries of the Units

Boundaries of the unit:

See Exhibit B.

1.6 Permitted Alterations to the Units

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

See Exhibit C.

1.7 Common Interest

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

Described in Exhibit A.

As follows: See Exhibit A. Purchasers should note that the common interest for voting may differ from the common interest for assessment purposes as Commercial Apartments may not be responsible for assessments.

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

☒	Swimming pool
☐	Laundry Area
☒	Storage Area
☐	Tennis Court
☒	Recreation Area
☒	Trash Chute/Enclosure(s)
☒	Exercise Room
☒	Security Gate
☒	Playground
☒	Other (describe): See page 4a.

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

☒	Other (describe): The Project is anticipated to include the following: **Level 1:** Bowling, Amenity Kitchen, Dog Wash, Gymnasium, Health Club, Salon/Spa, Movement Studio, Locker Rooms with Sauna, Karaoke Room(s), Movie Theater, Multi-Purpose Rooms, Work Room(s), Bicycle Storage, Water Sports Storage, Pickle Ball Court, Playground **Level 6:** Game Room(s), Library Lounge + Bar, Kitchen, Private Dining, Pool(s), Spa(s), Grills, Dog Park, Cold Plunge, Sauna, Cabana(s), Lawn(s), Bocce Court

1.9 Common Elements

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

Common Element	**Number**
Elevators	6 (5 for Tower and 1 for Façade Units)
Stairways	6 (2 interior and 4 exterior)
Trash Chutes	4 (2 trash chutes and 2 recycling chutes)

1.10 Limited Common Elements

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

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.	
☒	Pets: See House Rules, Article VI, Section L of the Declaration
☒	Number of Occupants: See Article VI, Section C.2 of the Declaration
☒	Other: See Article VI, Sections A and C of the Declaration.
☐	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 F describes the encumbrances against title contained in the title report described below.
Date of the title report: June 21, 2024
Company that issued the title report: Title Guaranty of Hawaii, LLC

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning					
	Zoning/Type of Use	No. of Units	Use Permitted by Zoning	Zoning District	No. of Spatial
☒	Residential	457	☒ Yes ☐ No	KCDD*	
☐	ADU/Ohana		☐ Yes ☐ No		
☐	Mix Residential/Commercial		☐ Yes ☐ No		
☒	Commercial	1	☒ Yes ☐ No	KCDD*	
☐	Hotel/Resort		☐ Yes ☐ No		
☐	Timeshare		☐ Yes ☐ No		
☐	Industrial		☐ Yes ☐ No		
☐	Agricultural		☐ Yes ☐ No		
☐	Preservation/Recreational		☐ Yes ☐ No		
☐	Other (Specify):		☐ Yes ☐ No		
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			☒ Yes ☐ No		
Variances to zoning code have been granted.			☒ Yes ☐ No		
Describe any variances that have been granted to zoning code		Planned Development Permit KAK No. 22-042 permits certain exceptions, as more particularly described in Section B.5 on page 1f.			

* The Project is located in the Kakaako Community Development District. See further discussion in Section B.2 on page 1d.

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures, and Lots

In general, a non-conforming use, structure, or lot is a use, structure, or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging, or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

If a variance has been granted or if uses, structures, or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.

A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

	Conforming	Non-Conforming	Illegal
Uses	☒	☐	☐
Structures	☒	☐	☐
Lot	☒	☐	☐

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:

1.15 Conversions

"Converted" or "conversion" means the submission of a structure to a condominium property regime more than twelve months after the completion of construction; provided that structures used as sales offices or models for a project and later submitted to a condominium property regime shall not be considered to be converted structures. (§514B-3, HRS)

Developer's statement regarding units that may be occupied for residential use and that have been in existence for five years or more. (§514B-84(a)(1), HRS)	☐ Applicable ☒ Not Applicable

Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:
Developer's statement of the expected useful life of each item reported above:
List of any outstanding notices of uncured violations of any building code or other county regulations:
Estimated cost of curing any violations described above:

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

1.16 Project In Agricultural District

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

1.17 Project with Assisted Living Facility

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

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	Name: 888 Alia Owner, L.P. Business Address: c/o 888 Ālia LLC 1288 Ala Moana Boulevard, Suite 201 Honolulu, Hawaii 96814 Business Phone Number: 808-524-1508 E-mail Address: alana@kobayashi-group.com
Names of officers and directors of Developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager or members of a limited liability company (LLC) if member managed.**	888 Alia Owner GP, LLC is the general partner of Developer 888 Ālia LLC is the Development Manager of 888 Alia Owner, L.P. and an authorized agent for the execution of condominium documents
2.2 Real Estate Broker*	Name: Heyer & Associates LLC Business Address: 1288 Ala Moana Boulevard, Suite 201 Honolulu, Hawaii 96814 Business Phone Number: 808-692-0063 E-mail Address: karl@heyer-associates.com
2.3 Escrow Depository*	Name: Title Guaranty Escrow Services, Inc. Business Address: 235 Queen Street Honolulu, Hawaii 96813 Business Phone Number: 808-521-0211 E-mail Address: jnelson@tghawaii.com
2.4 General Contractor	Name: Albert C. Kobayashi, Inc. Business Address: 94-535 Uke'e Street Waipahu, Hawaii 96797 Business Phone Number: 808-539-9777 E-mail Address:
2.5 Condominium Managing Agent	Name: Hawaiiana Management Company, Ltd. Business Address: 711 Kapiolani Boulevard, Suite 700 Honolulu, Hawaii 96813 Business Phone Number: 808-593-6800 E-mail Address:
2.6 Attorney for Developer	Name: Imanaka Asato; Attn: Owen T. Iida Business Address: 745 Fort Street, 17th Floor Honolulu, Hawaii 96813 Business Phone Number: 808-521-9500 E-mail Address: oiida@imanaka-asato.com

* If different units have different agents, attach an addendum as page 9a listing each unit's respective agents.
** Attach separate sheet if necessary

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

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

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	November 15, 2022	A-83600884
Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	May 23, 2024	A-89420319

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	November 15, 2022	A-83600886
Amendments to Bylaws of the Association of Unit Owners		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	May 23, 2024	A-89420320

3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations, and layout of the condominium project. It also shows the floor plan, unit number, and dimensions of each unit.

Land Court Map Number & Recording Date:	
Bureau of Conveyances Map Number & Recording Date:	6437, November 21, 2022

Dates of Recordation of Amendments to the Condominium Map: June 25, 2024

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	☒	See Exhibit K
Have Been Adopted and Date of Adoption	☐	
Developer does not plan to adopt House Rules	☐	

3.5 Changes to the Condominium Documents

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

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

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

☐	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map, or House Rules (if any).
☒	Developer has reserved the right to change the Declaration, Bylaws, Condominium Map, and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows: See Exhibit G

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

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

The initial Condominium Managing Agent for this project is (check one):	
☒	Not affiliated with the Developer
☐	None (self-managed by the Association)
☐	The Developer or an affiliate of the Developer
☐	Other (specify):

4.2 Estimate of the Initial Maintenance Fees

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

4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
☒	Electricity for the common elements
☐	Gas for the common elements
☒	Water for common elements
☒	Sewer for common elements
☒	TV Cable for residential units and common elements
☒	Other (specify): Wireless broadband internet access for residential units and common elements; water recycling system

4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
☒	Electricity for the Units only
☐	Gas for the Units only
☒	Water
☒	Sewer/Septic System
☐	TV Cable
☐	Other (specify/exhibit):

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

☒	Specimen Sales Contract Exhibit ___I___contains a summary of the pertinent provisions of the sales contract, including but not limited to any rights reserved by the Developer.
☒	Escrow Agreement dated: September 21, 2022, as amended Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit ___J___ contains a summary of the pertinent provisions of the escrow agreement.
☐	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.

☒	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
☐	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit _____.
☒	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.

☒	There are no blanket liens affecting title to the individual units.
☐	There are blanket liens that may affect title to the individual units.

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

5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:

Building and Other Improvements: See page 13a.

Appliances: See page 13a.

Section 5.4 Construction Warranties (continued)

Building and Other Improvements:

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

Appliances:

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

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

Status of Construction: Construction commenced in November of 2023.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract: Developer shall complete construction of a unit to permit normal occupancy of the unit within five (5) years from the date a purchaser signs a binding purchase agreement.
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract: N/A

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

☐	Spatial Units. The Developer hereby declares by checking the box to the left that it is offering spatial units (units without any structures) for sale and will not be using purchasers' deposits to pay for any costs for project construction or to complete the project.

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

☐	The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project. *If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.*

Should the Developer be using purchasers' deposits to pay for any project construction costs or to complete the project including lease payments, real property taxes, architectural, engineering, legal fees, or financing costs, or costs to cure violations of county zoning and building ordinances and codes or other incidental project expenses, the Developer has to meet certain requirements, described below in 5.6. 2. The Developer is required to deposit all monies paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if the Developer has met certain requirements, which are described below.

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):	
☒	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;
☐	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

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

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

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

5.7 Rights Under the Sales Contract

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

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

8. Other: Community Charter for Kaiāulu `o Kaka`ako dated September 15, 2014 and recorded in the State of Hawaii Bureau of Conveyances as Document No. A-53740943, as amended or supplemented; Findings of Fact, Conclusions of Law, and Decision and Order dated September 7, 2022 approving Planned Development Permit Application No. KAK-22-042

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

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access rules: http://cca.hawaii.gov/reb/har/

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

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

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

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

(1) The purchaser has signed the sales contract.

(2) The Developer has delivered to the purchaser a true copy of the Developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration, Bylaws, House Rules (if any), the Condominium Map, and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.

(3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.

(4) The purchaser does at least one of the following:

(a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

(b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or

(c) Closes the purchase of the unit before the 30-day cancellation period expires.

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

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

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

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

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

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

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

(1) Checking the waiver box on the rescission form; or

(2) Letting the 30-day rescission period expire, without taking any action to rescind; or

(3) Closing the purchase of the unit before the 30-day rescission period expires.

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

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

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

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

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

1. **Common Expenses; Developer May Pay Actual Costs of Project**. Developer may initially assume the actual Common Expenses of the Project, pursuant to Section 514B-41(b) of the Hawaii Revised Statutes ("HRS"), from the date upon which the certificates of occupancy are issued for Units within the Project. If Developer initially assumes the actual Common Expenses, the Owners shall not be obligated for the payment of their share of the Common Expenses until such time as Developer sends to the Owners a written notice that, after a specified date, the Owners shall be obligated to pay for the portion of the Common Expenses that are allocated to their respective Units.

2. **Security Disclaimer**. The Association, Managing Agent, Site Manager, and/or Resident Manager, if any, may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than it might otherwise be. The Association, Managing Agent, Site Manager, Resident Manager, if any, and Developer shall not in any way be considered insurers or guarantors of security within the Project, and neither the Association, nor Managing Agent, nor Site Manager, nor Resident Manager, nor Developer, nor any successor shall be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of security measures undertaken.

3. **Nonliability for Square Footage Calculation**. By accepting title to a unit, the owners shall be deemed to have conclusively agreed to accept the size and dimensions of the unit, regardless of any reasonable variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights), or square footage of any unit.

4. **Nonliability for Mold Development**. Mold and mold spores are present throughout the environment and residential condominium construction cannot practicably be designed to exclude the introduction of mold spores. All molds are not necessarily harmful, but certain strains of mold have been found to have adverse health effects on susceptible persons. Moisture is the primary mold growth factor that must be addressed. Developer cannot ensure that mold and mold spores will not be present in the Project.

5. **Flood Zone (AE); Tsunami Evacuation Zone**. The Project is located in Flood Zone AE and federal flood insurance may be required for the Project and/or the Unit. Location in a flood zone exposes the Project to a greater risk of flood damage. The Project is located within the tsunami evacuation zone. Owners should consult with appropriate insurance professionals regarding the effect of these designations.

6. **Sea Level Rise**. Sea levels are rising globally and locally. Sea level rise causes gradual changes to the environment and may have certain significant impacts on real property, including the Land. Sea level rise may cause rising groundwater tables below the Land's surface, drainage issues, increased flooding, saturated and weakened soil beneath the Land's surface, accelerated erosion of the Land, and/or other inconveniences or nuisances resulting from sea level rise ("**Sea Level Rise Effects**"). The Land is not currently identified as a "Sea Level Rise Exposure Area" as that term is defined by the Hawaii Climate Change Mitigation and Adaptation Commission. Developer cannot ensure that the Land will not later be identified as located in a Sea Level Rise Exposure Area, nor that the Project will not be impacted by Sea Level Rise Effects.

7. **Road Widening; Change in Project Lot Size**. Due to the County and state's requirement for a road-widening setback along the mauka side of Ala Moana Boulevard in conjunction with the Project's construction to accommodate a 130-foot highway right-of-way, a portion of the Project Land along Ala Moana Boulevard may be dedicated to or condemned by the County or the state. Should that occur, the Project Land area would decrease.

8. **Condominium Living; Residential-Commercial Mixed-Use Area**. Living in a multi-story, mixed-use, high-rise condominium building entails living in very close proximity to other persons, businesses, restaurants, and shopping areas, with attendant limitations on solitude and privacy. Walls, floors, and ceilings have been designed to meet applicable building codes. However, owners will hear noise from adjacent units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets, washing machines, or other sources of running water and/or plumbing fixtures, and will smell odors from adjacent units within the Project, including, but not limited to, cooking odors. Also, owners may hear noise from such items as the swimming pool, vacuum cleaners, stereos or televisions, or from people running, walking, exercising, socializing, or enjoying the Recreational Amenities. Finally, owners can expect to hear substantial levels of sound, music, and other noise, and can expect to experience substantial odors, vibrations, and other nuisances from retail and commercial establishments in the Project and/or in the vicinity of the Project. Owners may also experience light entering the units from commercial lighting in the vicinity and from street lights located in close proximity to the windows and doors of the units. Owners on lower floors of the Project, located closer to such commercial establishments and close to the street, will likely experience the most sound, noise, odor, and vibrations from such commercial activity.

9. **Noise; Traffic**. Being located in a business, residential, retail, entertainment, and commuter district, noise, dust, vibration, and/or pedestrian and vehicular traffic are higher than average in the vicinity of the Project. Traffic, noises, and uses which are typically encountered in a high-rise condominium commercial-residential mixed-use setting, including, but not limited to (1) transient noise and guest or pedestrian traffic from the street or neighboring properties; (2) opening and closing of doors, landscaping maintenance, trash collection, and freight loading/unloading activities at or nearby the Project; (3) loud music from restaurants or other outlets, concert events, or performances; (4) vehicular traffic from the street or Parking Structure; (5) voices of people talking outside retail and/or food and beverage establishments; and (6) noises from special events taking place near the Project. Such noise shall not be deemed a nuisance, as such noises and/or uses are deemed to be common and accepted occurrences in a centrally located high-rise condominium mixed-use setting. Furthermore, normal construction activities shall not be considered a nuisance. The Commercial Unit in the Project may be used for retail, restaurant, or other commercial business purposes, which may cause noise typically associated with the operation and management of those types of establishments (e.g. high vehicular and pedestrian traffic caused by patrons, delivery trucks, and unloading and loading activities and noise and traffic caused by heavy machinery for stocking and operation of the Commercial Unit and their surrounding areas.) Developer does not make any representation or warranty as to the level of sound transmission at the Project.

10. **Honolulu International Airport**. The Project's proximity to the Honolulu International Airport may cause frequent, loud noise from aircraft operations, sightings of aircraft flying at very low altitudes, and fumes, smoke, vibrations, odors, and other nuisances resulting from aircraft flight operations over or near the Project.

11. **Views**. There are no protected views in the Project, and a unit is not assured the existence or unobstructed continuation of any particular view. Any view from a unit is not intended as part of the value of the Unit, and is not guaranteed, and Developer makes no representation or warranty regarding whether a unit will continue to have the same view, or any view, and the effect of the view or lack thereof on the value of the unit. The views from a unit or the Project may change as a result of, be affected by, or be obstructed by (1) construction or installation of buildings, improvements, structures, walls, and/or landscaping by Developer or owners of property adjacent to or near the Project; (2) the future elevated rail transit line; and/or (3) the growth of trees, landscaping, and/or vegetation within or outside the Project.

12. **Neighboring Developments**. Certain portions of land outside, abutting, and/or near the Project ("**Neighboring Developments**") may be subject to redevelopment, and, in the future, may or will be developed by third parties over whom Developer has no control. The Association and Developer have no jurisdiction over Neighboring Developments, and, accordingly, there is no

representation as to the nature, use, or architecture of any future development or improvement on Neighboring Developments. Any use, development, and/or construction on Neighboring Developments may result in noise, dust, and/or other nuisance to the Project or owners.

13. **Continuing Activities**. Each owner understands and agrees that Developer is engaged in a sales and development program and that certain elements of the Project may not be completed and completion of the improvement of such items may be deferred by Developer at its sole and absolute option; provided normal access and parking facilities are provided for the units conveyed to third parties. As an integrated structure consisting of a variety of uses that may be changed from time to time, alterations, construction, remodeling, repair, and changes of uses within portions of the Property may occur from time to time.

14. **Tax and Insurance Estimates**. Any sum estimated for taxes or insurance affecting a unit or the Project may increase or decrease depending upon fluctuation of real property taxes or insurance rates.

15. **Use Changes**. Except as expressly set forth in the Condominium Documents, Developer makes no representations or warranties with respect to the (a) nature of any improvements to be initially or subsequently contained in the Project, (b) the initial or subsequent uses of any portion of the Project, or (c) the services and amenities (and the costs of such services or amenities) which may be provided to owners.

16. **Marketing Materials**. Any marketing materials used by Developer in the promotion and sales of the Units and of the Project shall not be a representation or warranty by Developer of the unit layout, décor, coloring, furnishings, or fixtures provided with the unit, or the types of amenities provided in the Project. The marketing materials are intended to give a purchaser a general idea of the standard and quality of the Project, and are not intended to represent the precise décor, coloring, furnishing, fixtures, or amenities that will be included in the Project.

17. **Condominium Map**. Nothing in the Condominium Map is intended to be or is a representation or warranty by Developer. Typical type floor plans may have slight deviations as to the location of columns in the unit, doors, and fixtures. The layout and areas of the units with typical depictions are intended to be consistent.

18. **Warranties**. Developer is developing the Project but is not the general contractor or an affiliate of the general contractor that is building the Project. TO THE EXTENT PERMITTED BY LAW, DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE UNITS OR THE PROJECT, OR ABOUT CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED OR CONTAINED IN THE UNIT OR THE PROJECT. THIS INCLUDES, BUT IS NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION, FITNESS FOR A PARTICULAR PURPOSE, OR SUFFICIENCY OF DESIGN.

19. **Future Rail Route**. The Project may be in the vicinity of the proposed future light rail route of the County, which may cause noise, dust, vibrations, traffic congestion, and/or other inconveniences or nuisances associated with the development, construction, and operation of such light rail transit system.

20. **Mortgage**. Developer may enter into a construction loan and subject the Land to a mortgage, which will provide for the partial release of units from the mortgage prior to unit closings. If there is a default by Developer, the lender will likely have the option to foreclose the mortgage. If this happens prior to conveyance of purchaser's Unit to purchaser, purchaser may lose the right to buy the Unit. In the event of a foreclosure, purchaser's Contract Deposit, less the Cancellation Fee, may be refunded unless said deposit(s) has been approved for use by Developer to pay for construction costs in accordance with Section 5.6.2 of the Public Report.

21. **Archaeological and Burial Disclosures**. An archaeological inventory survey ("**AIS**") was conducted for the Project and accepted by the State Historic Preservation Division of the Department of Land and Natural Resources ("**SHPD**") on October 24, 2014. The AIS was

followed by an Archaeological Data Recovery Plan and a Burial Site Component of an Archaeological Data Recovery and Preservation Plan, which was accepted by SHPD on November 19, 2014, and an Archaeological Preservation Plan and an Archaeological Monitoring Plan, which was accepted by SHPD on November 21, 2014. The AIS uncovered six (6) newly-identified historic properties within the Project.. The approved mitigation measures for the Project include: (a) in situ preservation; (b) archaeological data recovery excavations; (c) burial treatment for all burials and isolated human remains; and (d) archaeological monitoring for the entirety of the Project area. In addition, on-site archaeological monitoring will occur for all ground disturbing work extending more than thirty (30) centimeters below the surface of the Land. As set forth in the Declaration, Developer has the reserved right to respond to and appropriately deal with any inadvertent finds of human skeletal remains, burial goods, or other historic or archaeological finds during the course of construction of the Project.

The Association shall be subject to and responsible for compliance with all plans, agreements, and easements, the expenses of which shall be a Common Expense. All persons who are classified as recognized cultural or lineal descendants by SHPD or the Oahu Island Burial Council with relation to the Project shall have a reasonable right of entry and access over, across, and through the ground level Common Elements to gain access to and for visitation of any burial preserve area so created, subject to reasonable rules and policies established from time to time by Developer and/or the Board relating to hours of visitation, security procedures of visitation, and parking at the Project; provided, however, that no such rules and policies shall at any time unreasonably hinder, impair, or interfere with the right of the recognized cultural and lineal descendants to visit any burial preserve area.

22. **Right to Modify Project and Amend Condominium Documents**. As set forth in the Declaration, Developer has the reserved right to effect such modifications to units and Common Elements in the Project and/or to execute, record, and deliver any amendments to the Condominium Documents, as may be necessary or appropriate to effect compliance by the Project, the Association, or Developer, with laws which apply to the Project, including, but not limited to, the PD Permit, FHA and ADA, and any rules and regulations promulgated thereunder, or as may be required by the Commission, by any title insurance company issuing title insurance on the Project or any of the units, by any institutional lender lending funds secured by the Project or any of the units, or by any governmental agency.

23. **Reclaimed Water**. The Project may utilize treated wastewater and collected rainwater for various purposes, including but not limited to toilets, irrigation of landscaping, and cooling towers. Such water shall be treated to the R-1 water category, which indicates a significant reduction in viral and bacterial pathogens through oxidation, filtration, and disinfection. R-1 water is not safe for drinking but is safe to handle for other non-drinking uses. Should reclaimed water be utilized at the Project, Owners may experience a chlorine odor emanating from such water.

24. **Mechanical Equipment on Rooftop**. The design of the building provides for mechanical equipment to be located on the rooftops and the existence of the same may cause noise and vibrations even in the course of normal operation, which may be evident to the units on the floors immediately below the rooftops.

25. **Elevators**. The design of the building provides for multiple passenger elevators to provide access to the residential floors in the Project. The units located in the immediate vicinity of the elevator lobby on each level of the Project may be prone to greater noise and other nuisances associated with the normal operation of the elevators than units located further away from the elevator lobbies. Also the during certain hours of the day there may be delays in the elevator servicing each residential floor as a result of high traffic loads and/or in the event of servicing and/or repairs to one or more of the elevators in the Project.

26. **Location of Units Near the Recreational Deck and/or Near the Parking Structure.** Certain Residential Units located in close proximity to the Recreational Deck, which is located on Level 6, and the Recreational Amenities, may be exposed to greater noise and other nuisances than the Residential Units located on the other levels in the Project. Certain Residential Units located in

close proximity to the Parking Structure may be exposed to greater noise, traffic, and other nuisances than units on other levels of the Project.

27. **Countertops**. Natural stone countertops ("**Countertops**") may be installed in the units, including in the bathrooms and kitchens. Due to the mineral composition and crystalline structure of the Countertops, small pits may be visible on the polished surface. The pitting as well as natural fissures shall not be considered flaws, as they do not impair the function or durability of the material. Although the Countertops will be finished, due to the porous nature of stone, the Countertops will still be susceptible to discoloration, staining, fracturing, and chipping. The Countertops have special maintenance, care, and upkeep requirements with which each owner must comply in order to maximize the enjoyment and useful life of the originally installed Countertops. The failure to comply with these special maintenance, care, and upkeep requirements may result in additional costs to an owner and detract from an owner's enjoyment of a unit.

28. **Engineered Wood Flooring and Wood Veneer Cabinets in Units**. The units may have engineered wood flooring installed. Engineered wood flooring is prone to scratching, and has special maintenance, car, and upkeep requirements, as compared to carpeting, which will need to be complied with by the owners in the Project in order to maximize the enjoyment and useful life of the originally-installed engineered wood flooring. The failure to comply with these special maintenance care and upkeep requirements will result in additional costs to the owner and detract from the owner's enjoyment of his/her unit. The potential sound transmission through an engineered wood floor, when compared to carpeting, is greater, and purchaser, by signing and accepting a Unit Deed, will thereby be deemed to acknowledge and accept that this condition may result in greater noise being heard from the units above and adjacent to purchaser's Unit. Owners shall at all times comply with the requirements and provisions of the House Rules, as may be amended, for the purpose of minimizing and softening the level of sound transmission through the engineered wood floor of each unit. Kitchens may also have cabinets made from natural wood veneer, which is subject to color, texture, and surface variations and aging. The failure to comply with special maintenance, care, and upkeep requirements may result in additional costs to the owner and detract from the owner's enjoyment of the unit.

29. **Kō'ula Street**. Purchaser understands and agrees that: (a) purchaser will have no right or interest whatsoever in the Kō'ula Street Parcel in favor of the Project, or any lenders, vendors and vendees under agreements of sale, tenants and occupants of units, and their employees, business invitees, and any other person who may use any part of the Project; (b) the Kō'ula Street Parcel is owned by Landowner and is currently allowed for non-exclusive use, on a permissive basis in Landowner's sole discretion, as a private roadway for vehicular and pedestrian access; (c) none of the Land, the Project, Developer, nor any purchaser or any of the foregoing persons has any right, title, interest, or claim with respect to the Kō'ula Street Parcel, including, without limitation, any easements or other rights to use the Kō'ula Street Parcel for vehicular or pedestrian access purposes or utility purposes, or to require that the Kō'ula Street Parcel or the improvements located in the Kō'ula Street Parcel be repaired, maintained, or replaced or otherwise meet any particular standard of maintenance or condition; (d) any of use of the Kō'ula Street Parcel constitutes an assumption of all risks relating to such use and a release of Landowner and its trustees, officers, directors, partners, affiliates, subsidiaries, successors in trust, assigns, agents, or employees from and against any and all suits, administrative proceedings, claims, demands, causes of action, damages, consequential damages, losses, costs and expenses of any kind, whether known or unknown, from any damage or injury incurred in connection with the use of the Kō'ula Street Parcel; (e) Landowner reserves all rights pertaining to the full and exclusive use of the Kō'ula Street Parcel for any and all purposes, including, without limitation, the right to temporarily or permanently close or otherwise limit and restrict vehicular and pedestrian access across the Kō'ula Street Parcel, the right to reconfigure, modify or remove any improvements located in the Kō'ula Street Parcel, such as sidewalks, and the right to grant to others easements, licenses and other use rights for all purposes; (f) any use of the Kō'ula Street Parcel allowed by Landowner is completely permissive in nature and subject to revocation at will in Landowner's sole discretion; and (g) any damage to the Kō'ula Street Parcel

or any improvements located in the Kō'ula Street Parcel resulting from such permissive use must be promptly repaired by the user that caused the damage at such user's own cost and expense.

30. **Auahi Street**. Purchaser understands and agrees that: (a) purchaser will have no right or interest whatsoever in the Auahi Street Parcel or the County Parcel in favor of the Project, or any of the foregoing persons; (b) the Auahi Street Parcel is owned by Ulana Ward Village, LLC ("**Ulana Ward**") and the County Parcel is owned by the County; (c) the Auahi Street Parcel is currently allowed for non-exclusive use, on a permissive basis in Ulana Ward's sole discretion, as a private roadway for vehicular and pedestrian access; (d) the County Parcel is currently used as a base yard; (e) none of the Land, the Project, nor any of the foregoing persons has any right, title, interest, or claim with respect to the Auahi Street Parcel or the County Parcel, including, without limitation, any easements or other rights to use the Auahi Street Parcel or the County Parcel for vehicular or pedestrian access purposes or utility purposes, or to require that the Auahi Street Parcel or the County Parcel or the improvements located in the Auahi Street Parcel or the County Parcel be repaired, maintained, or replaced or otherwise meet any particular standard of maintenance or condition; (f) any of use of the Auahi Street Parcel or the County Parcel constitutes an assumption of all risks relating to such use and a release of the County, Ulana Ward, its trustees, officers, directors, partners, affiliates, subsidiaries, successors in trust, assigns, agents, or employees from and against any and all suits, administrative proceedings, claims, demands, causes of action, damages, consequential damages, losses, costs and expenses of any kind, whether known or unknown, from any damage or injury incurred in connection with the use of the Auahi Street Parcel or the County Parcel; (g) Ulana Ward and the County retain all rights pertaining to the full and exclusive use of the Auahi Street Parcel or the County Parcel, respectively, for any and all purposes, including, without limitation, the right to temporarily or permanently close or otherwise limit and restrict vehicular and pedestrian access across Auahi Street Parcel or the County Parcel, the right to reconfigure, modify or remove any improvements located in Auahi Street Parcel or the County Parcel, such as sidewalks, and the right to grant to others easements, licenses and other use rights for all purposes; (h) any use of Auahi Street Parcel or the County Parcel allowed by Ulana Ward and/or the County is completely permissive in nature and subject to revocation at will in Ulana Ward's and/or the County's sole discretion; and (i) any damage to the Ulana Ward and/or the County or any improvements located in the Ulana Ward and/or the County resulting from such permissive use must be promptly repaired by the user that caused the damage at such user's own cost and expense.

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

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

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

888 Alia Owner, L.P.
Printed Name of Developer

Duly Authorized Signatory*

July 1, 2024
Date

Alana Kobayashi Pakkala, Its Authorized Signatory
888 Ālia LLC, its authorized agent
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

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

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

EXHIBIT "A"

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

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
181	14B	2/2	1055, 1056			929	142	1,071	0.204289%
182	14A	2/2	1053, 1054			929	142	1,071	0.204289%
183	14B	2/2	1051, 1052			929	142	1,071	0.204289%
184	14A	2/2	1049, 1050			929	142	1,071	0.204289%
185	14B	2/2	1047, 1048			929	142	1,071	0.204289%
186	14A	2/2	1045, 1046			929	142	1,071	0.204289%
287	15	JR 1/1				476	0	476	0.104673%
288	16	1/1				500	0	500	0.109951%
289	15	JR 1/1				476	0	476	0.104673%
290	16	1/1				500	0	500	0.109951%
291	15	JR 1/1				476	0	476	0.104673%
292	16	1/1				500	0	500	0.109951%
293	15	JR 1/1				476	0	476	0.104673%
294	16	1/1				500	0	500	0.109951%
295	17	1/1				493	0	493	0.108411%
296	18	1/1				391	0	391	0.085981%
387	15	JR 1/1				476	0	476	0.104673%
388	16	1/1				500	0	500	0.109951%
389	15	JR 1/1				476	0	476	0.104673%
390	16	1/1				500	0	500	0.109951%
391	15	JR 1/1				476	0	476	0.104673%
392	16	1/1				500	0	500	0.109951%
393	15	JR 1/1				476	0	476	0.104673%
394	16	1/1				500	0	500	0.109951%
395	17	1/1				493	0	493	0.108411%
396	18	1/1				391	0	391	0.085981%
487	15	JR 1/1				476	0	476	0.104673%
488	16	1/1				500	0	500	0.109951%
489	15	JR 1/1				476	0	476	0.104673%
490	16	1/1				500	0	500	0.109951%
491	15	JR 1/1				476	0	476	0.104673%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
492	16	1/1				500	0	500	0.109951%
493	15	JR 1/1				476	0	476	0.104673%
494	16	1/1				500	0	500	0.109951%
495	17	1/1				493	0	493	0.108411%
496	18	1/1				391	0	391	0.085981%
587	15	JR 1/1				476	0	476	0.104673%
588	16	1/1				500	0	500	0.109951%
589	15	JR 1/1				476	0	476	0.104673%
590	16	1/1				500	0	500	0.109951%
591	15	JR 1/1				476	0	476	0.104673%
592	16	1/1				500	0	500	0.109951%
593	15	JR 1/1				476	0	476	0.104673%
594	16	1/1				500	0	500	0.109951%
595	17	1/1				493	0	493	0.108411%
596	18	1/1				391	0	391	0.085981%
600	00C	2/2	5168, 5169			1,235	161	1,396	0.271578%
601	01C	2/2.5	3176, 3177			1,148	179	1,327	0.252447%
602	02C	2/2	2153, 2154			931	134	1,065	0.204728%
609	09C	2/2+Den	5050, 5051			1,147	167	1,314	0.252227%
610	10C/12C	3/2.5+Den	4086, 4087, 5199		4087	1,581	235	1,816	0.347664%
611	11C	1/1.5	5131			764	113	877	0.168005%
613	13C	2/2	5125, 5126			959	135	1,094	0.210901%
700	00A	2/2	3129, 3130			1,235	184	1,419	0.271578%
701	01B	2/2.5	3042, 3043			1,148	127	1,275	0.252447%
702	02A	2/2	5149, 5150			931	0	931	0.204728%
703	03B	2/2.5+Den	2125, 2126			1,435	58	1,493	0.315559%
705	05B	1/1.5	4008			761	58	819	0.167345%
706	06	1/1	5015			617	0	617	0.135679%
707	07B	2/2.5	5044, 5045			1,148	58	1,206	0.252447%
708	08	2/2	5153, 5154			970	0	970	0.213304%
709*	09B	2/2+Den	4135, 4136			1,147	58	1,205	0.252227%
710	10/12	3/3.5+Den	5029, 5078, 5079		5078	1,581	89	1,670	0.347664%
711	11B	1/1.5	3058			764	58	822	0.168005%
713	13B	2/2	2014, 2015			959	137	1,096	0.210886%
800	00A	2/2	3127, 3128			1,235	184	1,419	0.271578%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
801	01A	2/2.5	3059, 3060			1,148	164	1,312	0.252447%
802	02A	2/2	5113, 5114			931	0	931	0.204728%
803	03A	2/2.5+Den	2123, 2124			1,435	90	1,525	0.315559%
805	05A	1/1.5	4033			761	64	825	0.167345%
806	06	1/1	5017			617	0	617	0.135679%
807	07A	2/2.5	5059, 5060			1,148	90	1,238	0.252447%
808	08	2/2	5157, 5158			970	0	970	0.213304%
809	09A	2/2+Den	4125, 4126			1,147	90	1,237	0.252227%
811	11A	1/1.5	2002			764	64	828	0.168005%
812	10/12	3/3.5+Den	4078, 4079, 5027		4078	1,581	89	1,670	0.347664%
813	13A	2/2	2029, 2030			959	142	1,101	0.210886%
900	00A	2/2	3006, 3007			1,235	184	1,419	0.271578%
901	01B	2/2.5	2074, 2075			1,148	127	1,275	0.252447%
902	02A	2/2	5115, 5116			931	0	931	0.204728%
903	03B	2/2.5+Den	2141, 2142			1,435	58	1,493	0.315559%
905	05B	1/1.5	4035			761	58	819	0.167345%
906	06	1/1	5030			617	0	617	0.135679%
907	07B	2/2.5	5190, 5191			1,148	58	1,206	0.252447%
908	08	2/2	4113, 4114			970	0	970	0.213304%
909	09B	2/2+Den	4137, 4138			1,147	58	1,205	0.252227%
910	10/12	3/3.5+Den	3078, 3079, 5014		3078	1,581	89	1,670	0.347664%
911	11B	1/1.5	2001			764	58	822	0.168005%
913	13B	2/2	5019, 5020			959	137	1,096	0.210886%
1000	00A	2/2	3139, 3140			1,235	184	1,419	0.271578%
1001	01A	2/2.5	5117, 5118			1,148	164	1,312	0.252447%
1002	02A	2/2	5151, 5152			931	0	931	0.204728%
1003	03A	2/2.5+Den	3099, 3100			1,435	90	1,525	0.315559%
1005	05A	1/1.5	4007			761	64	825	0.167345%
1006	06	1/1	5026			617	0	617	0.135679%
1007	07A	2/2.5	3019, 3020			1,148	90	1,238	0.252447%
1008	08	2/2	4153, 4154			970	0	970	0.213304%
1009	09A	2/2+Den	4121, 4122			1,147	90	1,237	0.252227%
1011	11A	1/1.5	2057			764	64	828	0.168005%
1012	10/12	3/3.5+Den	2078, 2079, 5018		2078	1,581	89	1,670	0.347664%
1013	13A	2/2	5031, 5032			959	142	1,101	0.210886%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1100	00A	2/2	3141, 3142			1,235	184	1,419	0.271578%
1101	01B	2/2.5	5147, 5148			1,148	127	1,275	0.252447%
1102	02A	2/2	5155, 5156			931	0	931	0.204728%
1103	03B	2/2.5+Den	4159, 4160			1,435	58	1,493	0.315559%
1105	05B	1/1.5	4123			761	58	819	0.167345%
1106	06	1/1	5002			617	0	617	0.135679%
1107	07B	2/2.5	3012, 3013			1,148	58	1,206	0.252447%
1108	08	2/2	4155, 4156			970	0	970	0.213304%
1109	09B	2/2+Den	4141, 4142			1,147	58	1,205	0.252227%
1110	10/12	3/3.5+Den	5061, 5080, 5081		5080	1,581	89	1,670	0.347664%
1111	11B	1/1.5	2058			764	58	822	0.168005%
1113	13B	2/2	5129, 5130			959	137	1,096	0.210886%
1200	00A	2/2	5161, 5162			1,235	184	1,419	0.271578%
1201	01A	2/2.5	3163, 3164			1,148	164	1,312	0.252447%
1202	02A	2/2	4149, 4150			931	0	931	0.204728%
1203	03A	2/2.5+Den	4109, 4110			1,435	90	1,525	0.315559%
1205	05A	1/1.5	4124			761	64	825	0.167345%
1206	06	1/1	5145			617	0	617	0.135679%
1207	07A	2/2.5	3008, 3009			1,148	90	1,238	0.252447%
1208	08	2/2	3149, 3150			970	0	970	0.213304%
1209	09A	2/2+Den	5099, 5100			1,147	90	1,237	0.252227%
1211	11A	1/1.5	5076			764	64	828	0.168005%
1212	10/12	3/3.5+Den	5001, 5082, 5083		5082	1,581	89	1,670	0.347664%
1213	13A	2/2	5033, 5034			959	142	1,101	0.210886%
1300	00A	2/2	5180, 5181			1,235	184	1,419	0.271578%
1301	01B	2/2.5	3111, 3112			1,148	127	1,275	0.252447%
1302	02A	2/2	4115, 4116			931	0	931	0.204728%
1303	03B	2/2.5+Den	4174, 4175			1,435	58	1,493	0.315559%
1305	05B	1/1.5	4041			761	58	819	0.167345%
1306	06	1/1	5069			617	0	617	0.135679%
1307	07B	2/2.5	3035, 3036			1,148	58	1,206	0.252447%
1308	08	2/2	3113, 3114			970	0	970	0.213304%
1309	09B	2/2+Den	5071, 5072			1,147	58	1,205	0.252227%
1310	10/12	3/3.5+Den	5086, 5087, 5146		5087	1,581	89	1,670	0.347664%
1311	11B	1/1.5	5197			764	58	822	0.168005%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1313	13B	2/2	5135, 5136			959	137	1,096	0.210886%
1400	00A	2/2	5174, 5175			1,235	184	1,419	0.271578%
1401	01A	2/2.5	3186, 3187			1,148	164	1,312	0.252447%
1402	02A	2/2	4151, 4152			931	0	931	0.204728%
1403	03A	2/2.5+Den	4168, 4169			1,435	90	1,525	0.315559%
1405	05A	1/1.5	4073			761	64	825	0.167345%
1406	06	1/1	5070			617	0	617	0.135679%
1407	07A	2/2.5	3125, 3126			1,148	90	1,238	0.252447%
1408	08	2/2	3151, 3152			970	0	970	0.213304%
1409	09A	2/2+Den	5042, 5043			1,147	90	1,237	0.252227%
1411	11A	1/1.5	5132			764	64	828	0.168005%
1412	10/12	3/3.5+Den	5068, 5096, 5097		5096	1,581	89	1,670	0.347664%
1413	13A	2/2	5123, 5124			959	142	1,101	0.210886%
1500	00A	2/2	4042, 4043			1,235	184	1,419	0.271578%
1501	01B	2/2.5	3184, 3185			1,148	127	1,275	0.252447%
1502	02A	2/2	4157, 4158			931	0	931	0.204728%
1503	03B	2/2.5+Den	3044, 3045			1,435	58	1,493	0.315559%
1505	05B	1/1.5	4197			761	58	819	0.167345%
1506	06	1/1	5194			617	0	617	0.135679%
1507	07B	2/2.5	3137, 3138			1,148	58	1,206	0.252447%
1508	08	2/2	3155, 3156			970	0	970	0.213304%
1509	09B	2/2+Den	5048, 5049			1,147	58	1,205	0.252227%
1510	10/12	3/3.5+Den	5094, 5095, 5192		5094	1,581	89	1,670	0.347664%
1511	11B	1/1.5	5025			764	58	822	0.168005%
1513	13B	2/2	5121, 5122			959	137	1,096	0.210886%
1600	00A	2/2	4044, 4045			1,235	184	1,419	0.271578%
1601	01A	2/2.5	3174, 3175			1,148	164	1,312	0.252447%
1602	02A	2/2	3115, 3116			931	0	931	0.204728%
1603	03A	2/2.5+Den	3103, 3104			1,435	90	1,525	0.315559%
1605	05A	1/1.5	4131			761	64	825	0.167345%
1606	06	1/1	5056			617	0	617	0.135679%
1607	07A	2/2.5	3121, 3122			1,148	90	1,238	0.252447%
1608	08	2/2	2149, 2150			970	0	970	0.213304%
1609	09A	2/2+Den	5101, 5102			1,147	90	1,237	0.252227%
1611	11A	1/1.5	5005			764	64	828	0.168005%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1612	10/12	3/3.5+Den	5088, 5089, 5193		5089	1,581	89	1,670	0.347664%
1613	13A	2/2	5141, 5142			959	142	1,101	0.210886%
1700	00A	2/2	4048, 4049			1,235	184	1,419	0.271578%
1701	01B	2/2.5	2003, 2004			1,148	127	1,275	0.252447%
1702	02A	2/2	3153, 3154			931	0	931	0.204728%
1703	03B	2/2.5+Den	3107, 3108			1,435	58	1,493	0.315559%
1705	05B	1/1.5	4005			761	58	819	0.167345%
1706	06	1/1	5200			617	0	617	0.135679%
1707	07B	2/2.5	4074, 4075			1,148	58	1,206	0.252447%
1708	08	2/2	2151, 2152			970	0	970	0.213304%
1709	09B	2/2+Den	5107, 5108			1,147	58	1,205	0.252227%
1710	10/12	3/3.5+Den	5092, 5093, 5196		5092	1,581	89	1,670	0.347664%
1711	11B	1/1.5	5039			764	58	822	0.168005%
1713	13B	2/2	4023, 4024			959	137	1,096	0.210886%
1800	00A	2/2	4103, 4104			1,235	184	1,419	0.271578%
1801	01A	2/2.5	2050, 2051			1,148	164	1,312	0.252447%
1802	02A	2/2	3157, 3158			931	0	931	0.204728%
1803	03A	2/2.5+Den	2071, 2072			1,435	90	1,525	0.315559%
1805	05A	1/1.5	4039			761	64	825	0.167345%
1806	06	1/1	5173			617	0	617	0.135679%
1807	07A	2/2.5	5159, 5160			1,148	90	1,238	0.252447%
1808	08	2/2	2155, 2156			970	0	970	0.213304%
1809	09A	2/2+Den	3021, 3022			1,147	90	1,237	0.252227%
1811	11A	1/1.5	5054			764	64	828	0.168005%
1812	10/12	3/3.5+Den	5055, 5090, 5091		5090	1,581	89	1,670	0.347664%
1813	13A	2/2	4010, 4011			959	142	1,101	0.210886%
1900	00A	2/2	4190, 4191			1,235	184	1,419	0.271578%
1901	01B	2/2.5	2046, 2047			1,148	127	1,275	0.252447%
1902	02A	2/2	2113, 2114			931	0	931	0.204728%
1903	03B	2/2.5+Den	3161, 3162			1,435	58	1,493	0.315559%
1905	05B	1/1.5	4098			761	58	819	0.167345%
1906	06	1/1	4061			617	0	617	0.135679%
1907	07B	2/2.5	5186, 5187			1,148	58	1,206	0.252447%
1908	08	2/2	2157, 2158			970	0	970	0.213304%
1909	09B	2/2+Den	3031, 3032			1,147	58	1,205	0.252227%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1910	10/12	3/3.5+Den	4080, 4081, 5057		4080	1,581	89	1,670	0.347664%
1911	11B	1/1.5	5098			764	58	822	0.168005%
1913	13B	2/2	4129, 4130			959	137	1,096	0.210886%
2000	00A	2/2	2023, 2024			1,235	184	1,419	0.271578%
2001	01A	2/2.5	2048, 2049			1,148	164	1,312	0.252447%
2002	02A	2/2	2115, 2116			931	0	931	0.204728%
2003	03A	2/2.5+Den	3166, 3167			1,435	90	1,525	0.315559%
2005	05A	1/1.5	3196			761	64	825	0.167345%
2006	06	1/1	4145			617	0	617	0.135679%
2007	07A	2/2.5	5119, 5120			1,148	90	1,238	0.252447%
2008	08	2/2	5052, 5053			970	0	970	0.213304%
2009	09A	2/2+Den	3033, 3034			1,147	90	1,237	0.252227%
2011	11A	1/1.5	5189			764	64	828	0.168005%
2012	10/12	3/3.5+Den	4082, 4083, 5058		4082	1,581	89	1,670	0.347664%
2013	13A	2/2	4127, 4128			959	142	1,101	0.210886%
2100	00A	2/2	2033, 2034			1,235	184	1,419	0.271578%
2101	01B	2/2.5	2190, 2191			1,148	127	1,275	0.252447%
2102	02A	2/2	4001, 4002			931	0	931	0.204728%
2103	03B	2/2.5+Den	3182, 3183			1,435	58	1,493	0.315559%
2105	05B	1/1.5	3131			761	58	819	0.167345%
2106	06	1/1	4070			617	0	617	0.135679%
2107	07B	2/2.5	4059, 4060			1,148	58	1,206	0.252447%
2108	08	2/2	4026, 4027			970	0	970	0.213304%
2109	09B	2/2+Den	4071, 4072			1,147	58	1,205	0.252227%
2110	10/12	3/3.5+Den	4096, 4097, 4146		4096	1,581	89	1,670	0.347664%
2111	11B	1/1.5	4012			764	58	822	0.168005%
2113	13B	2/2	4037, 4038			959	137	1,096	0.210886%
2200	00A	2/2	2035, 2036			1,235	184	1,419	0.271578%
2201	01A	2/2.5	2107, 2108			1,148	164	1,312	0.252447%
2202	02A	2/2	4014, 4015			931	0	931	0.204728%
2203	03A	2/2.5+Den	2042, 2043			1,435	90	1,525	0.315559%
2205	05A	1/1.5	3005			761	64	825	0.167345%
2206	06	1/1	4192			617	0	617	0.135679%
2207	07A	2/2.5	4107, 4108			1,148	90	1,238	0.252447%
2208	08	2/2	4057, 4058			970	0	970	0.213304%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2209	09A	2/2+Den	5111, 5112			1,147	90	1,237	0.252227%
2211	11A	1/1.5	4013			764	64	828	0.168005%
2212	10/12	3/3.5+Den	4069, 4094, 4095		4094	1,581	89	1,670	0.347664%
2213	13A	2/2	4139, 4140			959	142	1,101	0.210886%
2300	00A	2/2	2037, 2038			1,235	184	1,419	0.271578%
2301	01B	2/2.5	4170, 4171			1,148	127	1,275	0.252447%
2302	02A	2/2	4017, 4018			931	0	931	0.204728%
2303	03B	2/2.5+Den	2044, 2045			1,435	58	1,493	0.315559%
2305	05B	1/1.5	3039			761	58	819	0.167345%
2306	06	1/1	4193			617	0	617	0.135679%
2307	07B	2/2.5	2021, 2022			1,148	58	1,206	0.252447%
2308	08	2/2	4052, 4053			970	0	970	0.213304%
2309	09B	2/2+Den	5178, 5179			1,147	58	1,205	0.252227%
2310	10/12	3/3.5+Den	4068, 4088, 4089		4089	1,581	89	1,670	0.347664%
2311	11B	1/1.5	4009			764	58	822	0.168005%
2313	13B	2/2	5074, 5075			959	137	1,096	0.210886%
2400	00A	2/2	2121, 2122			1,235	184	1,419	0.271578%
2401	01A	2/2.5	4173, 4215			1,148	164	1,312	0.252447%
2402	02A	2/2	4029, 4030			931	0	931	0.204728%
2403	03A	2/2.5+Den	2059, 2060			1,435	90	1,525	0.315559%
2405	05A	1/1.5	3054			761	64	825	0.167345%
2406	06	1/1	4199			617	0	617	0.135679%
2407	07A	2/2.5	2031, 2032			1,148	90	1,238	0.252447%
2408	08	2/2	3014, 3015			970	0	970	0.213304%
2409	09A	2/2+Den	5176, 5177			1,147	90	1,237	0.252227%
2410	10	1/1	4194			550	0	550	0.120946%
2411	11A	1/1.5	4034			764	64	828	0.168005%
2412	12	2/2+Den	4092, 4093		4092	1,005	89	1,094	0.221001%
2413	13A	2/2	5003, 5004			959	142	1,101	0.210886%
2500	00A	2/2	4161, 4162			1,235	184	1,419	0.271578%
2501	01B	2/2.5	4147, 4148			1,148	127	1,275	0.252447%
2502	02A	2/2	4055, 4056			931	0	931	0.204728%
2503	03B	2/2.5+Den	2101, 2102			1,435	58	1,493	0.315559%
2505	05B	1/1.5	3098			761	58	819	0.167345%
2506	06	1/1	3145			617	0	617	0.135679%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2507	07B	2/2.5	2008, 2009			1,148	58	1,206	0.252447%
2508	08	2/2	3026, 3027			970	0	970	0.213304%
2509	09B	2/2+Den	4003, 4004			1,147	58	1,205	0.252227%
2510	10	1/1	4200			550	0	550	0.120946%
2511	11B	1/1.5	4036			764	58	822	0.168005%
2512	12	2/2+Den	4090, 4091		4090	1,005	89	1,094	0.221001%
2513	13B	2/2	5046, 5047			959	137	1,096	0.210886%
2600	00A	2/2	4180, 4181			1,235	184	1,419	0.271578%
2601	01A	2/2.5	2163, 2164			1,148	164	1,312	0.252447%
2602	02A	2/2	3001, 3002			931	0	931	0.204728%
2603	03A	2/2.5+Den	2105, 2106			1,435	90	1,525	0.315559%
2605	05A	1/1.5	2196			761	64	825	0.167345%
2606	06	1/1	3069			617	0	617	0.135679%
2607	07A	2/2.5	2133, 2134			1,148	90	1,238	0.252447%
2608	08	2/2	3055, 3056			970	0	970	0.213304%
2609	09A	2/2+Den	4050, 4051			1,147	90	1,237	0.252227%
2610	10	1/1	3061			550	0	550	0.120946%
2611	11A	1/1.5	4006			764	64	828	0.168005%
2612	12	2/2+Den	3080, 3081		3080	1,005	89	1,094	0.221001%
2613	13A	2/2	5103, 5104			959	142	1,101	0.210886%
2700	00A	2/2	4119, 4120			1,235	184	1,419	0.271578%
2701	01B	2/2.5	2166, 2167			1,148	127	1,275	0.252447%
2702	02A	2/2	3017, 3018			931	0	931	0.204728%
2703	03B	2/2.5+Den	4117, 4118			1,435	58	1,493	0.315559%
2705	05B	1/1.5	2073			761	58	819	0.167345%
2706	06	1/1	3070			617	0	617	0.135679%
2707	07B	2/2.5	2135, 2136			1,148	58	1,206	0.252447%
2708	08	2/2	2017, 2018			970	0	970	0.213304%
2709	09B	2/2+Den	4046, 4047			1,147	58	1,205	0.252227%
2710	10	1/1	3146			550	0	550	0.120946%
2711	11B	1/1.5	4040			764	58	822	0.168005%
2712	12	2/2+Den	3082, 3083		3082	1,005	89	1,094	0.221001%
2713	13B	2/2	5105, 5106			959	137	1,096	0.210886%
2800	00A	2/2	4182, 4183			1,235	184	1,419	0.271578%
2801	01A	2/2.5	2111, 2112			1,148	164	1,312	0.252447%
2802	02A	2/2	3029, 3030			931	0	931	0.204728%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2803	03A	2/2.5+Den	4143, 4144			1,435	90	1,525	0.315559%
2805	05A	1/1.5	2076			761	64	825	0.167345%
2806	06	1/1	3193			617	0	617	0.135679%
2807	07A	2/2.5	2137, 2138			1,148	90	1,238	0.252447%
2808	08	2/2	2052, 2053			970	0	970	0.213304%
2809	09A	2/2+Den	4101, 4102			1,147	90	1,237	0.252227%
2810	10	1/1	3068			550	0	550	0.120946%
2811	11A	1/1.5	4196			764	64	828	0.168005%
2812	12	2/2+Den	3086, 3087		3087	1,005	89	1,094	0.221001%
2813	13A	2/2	3023, 3024			959	142	1,101	0.210886%
2900	00A	2/2	3050, 3051			1,235	184	1,419	0.271578%
2901	01B	2/2.5	2186, 2187			1,148	127	1,275	0.252447%
2902	02A	2/2	3052, 3053			931	0	931	0.204728%
2903	03B	2/2.5+Den	2161, 2162			1,435	58	1,493	0.315559%
2905	05B	1/1.5	2197			761	58	819	0.167345%
2906	06	1/1	3199			617	0	617	0.135679%
2907	07B	2/2.5	2040, 2041			1,148	58	1,206	0.252447%
2908	08	2/2	5023, 5024			970	0	970	0.213304%
2909	09B	2/2+Den	2019, 2020			1,147	58	1,205	0.252227%
2910	10	1/1	3192			550	0	550	0.120946%
2911	11B	1/1.5	4076			764	58	822	0.168005%
2912	12	2/2+Den	3096, 3097		3096	1,005	89	1,094	0.221001%
2913	13B	2/2	3010, 3011			959	137	1,096	0.210886%
3000	00A	2/2	3101, 3102			1,235	184	1,419	0.271578%
3001	01A	2/2.5	2109, 2110			1,148	164	1,312	0.252447%
3002	02A	2/2	2026, 2027			931	0	931	0.204728%
3003	03A	2/2.5+Den	2159, 2160			1,435	90	1,525	0.315559%
3005	05A	1/1.5	2132			761	64	825	0.167345%
3006	06	1/1	2061			617	0	617	0.135679%
3007	07A	2/2.5	3071, 3072			1,148	90	1,238	0.252447%
3008	08	2/2	5012, 5013			970	0	970	0.213304%
3009	09A	2/2+Den	2012, 2013			1,147	90	1,237	0.252227%
3010	10	1/1	3200			550	0	550	0.120946%
3011	11A	1/1.5	4132			764	64	828	0.168005%
3012	12	2/2+Den	3094, 3095		3094	1,005	89	1,094	0.221001%
3013	13A	2/2	3133, 3134			959	142	1,101	0.210886%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3100	00A	2/2	3190, 3191			1,235	184	1,419	0.271578%
3101	01B	2/2.5	2178, 2179			1,148	127	1,275	0.252447%
3102	02A	2/2	2055, 2056			931	0	931	0.204728%
3103	03B	2/2.5+Den	2180, 2181			1,435	58	1,493	0.315559%
3105	05B	1/1.5	2131			761	58	819	0.167345%
3106	06	1/1	2146			617	0	617	0.135679%
3107	07B	2/2.5	4166, 4167			1,148	58	1,206	0.252447%
3108	08	2/2	5008, 5009			970	0	970	0.213304%
3109	09B	2/2+Den	2010, 2011			1,147	58	1,205	0.252227%
3110	10	1/1	2145			550	0	550	0.120946%
3111	11B	1/1.5	4025			764	58	822	0.168005%
3112	12	2/2+Den	3088, 3089		3089	1,005	89	1,094	0.221001%
3113	13B	2/2	3135, 3136			959	137	1,096	0.210886%
3200	00A	2/2	2099, 2100			1,235	184	1,419	0.271578%
3201	01A	2/2.5	2174, 2175			1,148	164	1,312	0.252447%
3202	02A	2/2	5021, 5022			931	0	931	0.204728%
3203	03A	2/2.5+Den	2184, 2185			1,435	90	1,525	0.315559%
3205	05A	1/1.5	2025			761	64	825	0.167345%
3206	06	1/1	2068			617	0	617	0.135679%
3207	07A	2/2.5	4184, 4185			1,148	90	1,238	0.252447%
3208	08	2/2	5127, 5128			970	0	970	0.213304%
3209	09A	2/2+Den	2129, 2130			1,147	90	1,237	0.252227%
3210	10	1/1	2069			550	0	550	0.120946%
3211	11A	1/1.5	4054			764	64	828	0.168005%
3212	12	2/2+Den	3092, 3093		3092	1,005	89	1,094	0.221001%
3213	13A	2/2	3037, 3038			959	142	1,101	0.210886%
3300	00A	2/2	5143, 5144			1,235	184	1,419	0.271578%
3301	01B	2/2.5	2182, 2183			1,148	127	1,275	0.252447%
3302	02A	2/2	5010, 5011			931	0	931	0.204728%
3303	03B	2/2.5+Den	2119, 2120			1,435	58	1,493	0.315559%
3305	05B	1/1.5	2005			761	58	819	0.167345%
3306	06	1/1	2192			617	0	617	0.135679%
3307	07B	2/2.5	4178, 4179			1,148	58	1,206	0.252447%
3308	08	2/2	5006, 5007			970	0	970	0.213304%
3309	09B	2/2+Den	2127, 2128			1,147	58	1,205	0.252227%
3310	10	1/1	2070			550	0	550	0.120946%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3311	11B	1/1.5	4189			764	58	822	0.168005%
3312	12	2/2+Den	3090, 3091		3090	1,005	89	1,094	0.221001%
3313	13B	2/2	3123, 3124			959	137	1,096	0.210886%
3401	00A/01A	3/3.5	3117, 3118, 3159, 3160			2,470	355	2,825	0.543157%
3402	02A	2/2	5133, 5134			931	0	931	0.204728%
3403	03A	2/2.5+Den	2176, 2177			1,435	90	1,525	0.315559%
3405	05A	1/1.5	2039			761	64	825	0.167345%
3406	06	1/1	2200			617	0	617	0.135679%
3407	07A	2/2.5	4176, 4177			1,148	90	1,238	0.252447%
3408	08	2/2	5137, 5138			970	0	970	0.213304%
3409	09A	2/2+Den	2006, 2007			1,147	90	1,237	0.252227%
3410	10	1/1	2193			550	0	550	0.120946%
3411	11A	1/1.5	3073			764	64	828	0.168005%
3412	12	2/2+Den	2080, 2081		2080	1,005	89	1,094	0.221001%
3413	13A	2/2	3040, 3041			959	142	1,101	0.210886%
3501	00A/01B	3/3.5	3173, 3180, 3181, 3215			2,470	313	2,783	0.543157%
3502	02A	2/2	5035, 5036			931	0	931	0.204728%
3503	03B	2/2.5+Den	2168, 2169			1,435	58	1,493	0.315559%
3505	05B	1/1.5	2054			761	58	819	0.167345%
3506	06	1/1	5073			617	0	617	0.135679%
3507	07B	2/2.5	3003, 3004			1,148	58	1,206	0.252447%
3508	08	2/2	5139, 5140			970	0	970	0.213304%
3509	09B	2/2+Den	2139, 2140			1,147	58	1,205	0.252227%
3510	10	1/1	2199			550	0	550	0.120946%
3511	11B	1/1.5	3076			764	58	822	0.168005%
3512	12	2/2+Den	2082, 2083		2082	1,005	89	1,094	0.221001%
3513	13B	2/2	4099, 4100			959	137	1,096	0.210886%
3601	00A/01A	3/3.5	3109, 3110, 3147, 3148			2,470	355	2,825	0.543157%
3602	02A	2/2	5037, 5038			931	0	931	0.204728%
3603	03A	2/2.5+Den	3170, 3171			1,435	90	1,525	0.315559%
3605	05A	1/1.5	4111			761	64	825	0.167345%
3606	06	1/1	4165			617	0	617	0.135679%
3607	07A	2/2.5	3048, 3049			1,148	90	1,238	0.252447%
3608	08	2/2	4019, 4020			970	0	970	0.213304%
3609	09A	2/2+Den	3074, 3075			1,147	90	1,237	0.252227%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3610	10	1/1	5188			550	0	550	0.120946%
3611	11A	1/1.5	3197			764	64	828	0.168005%
3612	12	2/2+Den	2086, 2087		2087	1,005	89	1,094	0.221001%
3613	13A	2/2	5166, 5167			959	142	1,101	0.210886%
3701	00A/01B	3/3.5	2170, 2171, 3119, 3120			2,470	313	2,783	0.543157%
3702	02A	2/2	5040, 5041			931	0	931	0.204728%
3703	03B	2/2.5+Den	3143, 3144			1,435	58	1,493	0.315559%
3705	05B	1/1.5	4112			761	58	819	0.167345%
3706	06	1/1	3194			617	0	617	0.135679%
3707	07B	2/2.5	3105, 3106			1,148	58	1,206	0.252447%
3708	08	2/2	4031, 4032			970	0	970	0.213304%
3709	09B	2/2+Den	4163, 4164			1,147	58	1,205	0.252227%
3710	10	1/1	4188			550	0	550	0.120946%
3711	11B	1/1.5	3132			764	58	822	0.168005%
3712	12	2/2+Den	2096, 2097		2096	1,005	89	1,094	0.221001%
3713	13B	2/2	5184, 5185			959	137	1,096	0.210886%
3801	00A/01A	3/3.5	2173, 2215, 3168, 3169			2,470	355	2,825	0.543157%
3802	02A	2/2	4021, 4022			931	0	931	0.204728%
3803	03A	2/2.5+Den	2117, 2118			1,435	90	1,525	0.315559%
3805	05A	1/1.5	2098			761	64	825	0.167345%
3806	06	1/1	3057			617	0	617	0.135679%
3807	07A	2/2.5	5170, 5171			1,148	90	1,238	0.252447%
3808	08	2/2	4133, 4134			970	0	970	0.213304%
3809	09A	2/2+Den	4186, 4187			1,147	90	1,237	0.252227%
3810	10	1/1	3165			550	0	550	0.120946%
3811	11A	1/1.5	3025			764	64	828	0.168005%
3812	12	2/2+Den	2088, 2089		2089	1,005	89	1,094	0.221001%
3813	13A	2/2	5182, 5183			959	142	1,101	0.210886%
3901	00A/01A	3/3.5	2103, 2104, 2143, 2144			2,470	355	2,825	0.543157%
3902	02A/06	3/3	2094, 2095, 2194		2094	1,557	0	1,557	0.342387%
3903	03A	2/2.5+Den	2147, 2148			1,435	90	1,525	0.315559%
3905	05A	1/1.5	2189			761	64	825	0.167345%
3907	07A	2/2.5	3178, 3179			1,148	90	1,238	0.252447%
3908	08	2/2	2092, 2093		2092	970	0	970	0.213304%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3909	09A	2/2+Den	3046, 3047			1,147	90	1,237	0.252227%
3910	10A/12A	3/3+Den	2090, 2091, 2165		2090	1,581	89	1,670	0.347664%
3911	11A	1/1.5	3189			764	64	828	0.168005%
3913	13A	2/2	4105, 4106			959	142	1,101	0.210886%
CU						3,149	0	3,149	0.692470%
Total						454,749			100.000000%

* Resident Manager Unit

A. RESIDENTIAL UNIT CLASS COMMON INTEREST

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
181	929	0.205713%
182	929	0.205713%
183	929	0.205713%
184	929	0.205713%
185	929	0.205713%
186	929	0.205713%
287	476	0.105403%
288	500	0.110717%
289	476	0.105403%
290	500	0.110717%
291	476	0.105403%
292	500	0.110717%
293	476	0.105403%
294	500	0.110717%
295	493	0.109167%
296	391	0.086581%
387	476	0.105403%
388	500	0.110717%
389	476	0.105403%
390	500	0.110717%
391	476	0.105403%
392	500	0.110717%
393	476	0.105403%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
394	500	0.110717%
395	493	0.109167%
396	391	0.086581%
487	476	0.105403%
488	500	0.110717%
489	476	0.105403%
490	500	0.110717%
491	476	0.105403%
492	500	0.110717%
493	476	0.105403%
494	500	0.110717%
495	493	0.109167%
496	391	0.086581%
587	476	0.105403%
588	500	0.110717%
589	476	0.105403%
590	500	0.110717%
591	476	0.105403%
592	500	0.110717%
593	476	0.105403%
594	500	0.110717%
595	493	0.109167%
596	391	0.086581%
600	1,235	0.273472%
601	1,148	0.254207%
602	931	0.206156%
609	1,147	0.253986%
610	1,581	0.350089%
611	764	0.169176%
613	959	0.212390%
700	1,235	0.273472%
701	1,148	0.254207%
702	931	0.206156%
703	1,435	0.317759%
705	761	0.168512%
706	617	0.136625%
707	1,148	0.254207%
708	970	0.214792%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
709	1,147	0.253986%
710	1,581	0.350089%
711	764	0.169176%
713	959	0.212356%
800	1,235	0.273472%
801	1,148	0.254207%
802	931	0.206156%
803	1,435	0.317759%
805	761	0.168512%
806	617	0.136625%
807	1,148	0.254207%
808	970	0.214792%
809	1,147	0.253986%
811	764	0.169176%
812	1,581	0.350089%
813	959	0.212356%
900	1,235	0.273472%
901	1,148	0.254207%
902	931	0.206156%
903	1,435	0.317759%
905	761	0.168512%
906	617	0.136625%
907	1,148	0.254207%
908	970	0.214792%
909	1,147	0.253986%
910	1,581	0.350089%
911	764	0.169176%
913	959	0.212356%
1000	1,235	0.273472%
1001	1,148	0.254207%
1002	931	0.206156%
1003	1,435	0.317759%
1005	761	0.168512%
1006	617	0.136625%
1007	1,148	0.254207%
1008	970	0.214792%
1009	1,147	0.253986%
1011	764	0.169176%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1012	1,581	0.350089%
1013	959	0.212356%
1100	1,235	0.273472%
1101	1,148	0.254207%
1102	931	0.206156%
1103	1,435	0.317759%
1105	761	0.168512%
1106	617	0.136625%
1107	1,148	0.254207%
1108	970	0.214792%
1109	1,147	0.253986%
1110	1,581	0.350089%
1111	764	0.169176%
1113	959	0.212356%
1200	1,235	0.273472%
1201	1,148	0.254207%
1202	931	0.206156%
1203	1,435	0.317759%
1205	761	0.168512%
1206	617	0.136625%
1207	1,148	0.254207%
1208	970	0.214792%
1209	1,147	0.253986%
1211	764	0.169176%
1212	1,581	0.350089%
1213	959	0.212356%
1300	1,235	0.273472%
1301	1,148	0.254207%
1302	931	0.206156%
1303	1,435	0.317759%
1305	761	0.168512%
1306	617	0.136625%
1307	1,148	0.254207%
1308	970	0.214792%
1309	1,147	0.253986%
1310	1,581	0.350089%
1311	764	0.169176%
1313	959	0.212356%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1400	1,235	0.273472%
1401	1,148	0.254207%
1402	931	0.206156%
1403	1,435	0.317759%
1405	761	0.168512%
1406	617	0.136625%
1407	1,148	0.254207%
1408	970	0.214792%
1409	1,147	0.253986%
1411	764	0.169176%
1412	1,581	0.350089%
1413	959	0.212356%
1500	1,235	0.273472%
1501	1,148	0.254207%
1502	931	0.206156%
1503	1,435	0.317759%
1505	761	0.168512%
1506	617	0.136625%
1507	1,148	0.254207%
1508	970	0.214792%
1509	1,147	0.253986%
1510	1,581	0.350089%
1511	764	0.169176%
1513	959	0.212356%
1600	1,235	0.273472%
1601	1,148	0.254207%
1602	931	0.206156%
1603	1,435	0.317759%
1605	761	0.168512%
1606	617	0.136625%
1607	1,148	0.254207%
1608	970	0.214792%
1609	1,147	0.253986%
1611	764	0.169176%
1612	1,581	0.350089%
1613	959	0.212356%
1700	1,235	0.273472%
1701	1,148	0.254207%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1702	931	0.206156%
1703	1,435	0.317759%
1705	761	0.168512%
1706	617	0.136625%
1707	1,148	0.254207%
1708	970	0.214792%
1709	1,147	0.253986%
1710	1,581	0.350089%
1711	764	0.169176%
1713	959	0.212356%
1800	1,235	0.273472%
1801	1,148	0.254207%
1802	931	0.206156%
1803	1,435	0.317759%
1805	761	0.168512%
1806	617	0.136625%
1807	1,148	0.254207%
1808	970	0.214792%
1809	1,147	0.253986%
1811	764	0.169176%
1812	1,581	0.350089%
1813	959	0.212356%
1900	1,235	0.273472%
1901	1,148	0.254207%
1902	931	0.206156%
1903	1,435	0.317759%
1905	761	0.168512%
1906	617	0.136625%
1907	1,148	0.254207%
1908	970	0.214792%
1909	1,147	0.253986%
1910	1,581	0.350089%
1911	764	0.169176%
1913	959	0.212356%
2000	1,235	0.273472%
2001	1,148	0.254207%
2002	931	0.206156%
2003	1,435	0.317759%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2005	761	0.168512%
2006	617	0.136625%
2007	1,148	0.254207%
2008	970	0.214792%
2009	1,147	0.253986%
2011	764	0.169176%
2012	1,581	0.350089%
2013	959	0.212356%
2100	1,235	0.273472%
2101	1,148	0.254207%
2102	931	0.206156%
2103	1,435	0.317759%
2105	761	0.168512%
2106	617	0.136625%
2107	1,148	0.254207%
2108	970	0.214792%
2109	1,147	0.253986%
2110	1,581	0.350089%
2111	764	0.169176%
2113	959	0.212356%
2200	1,235	0.273472%
2201	1,148	0.254207%
2202	931	0.206156%
2203	1,435	0.317759%
2205	761	0.168512%
2206	617	0.136625%
2207	1,148	0.254207%
2208	970	0.214792%
2209	1,147	0.253986%
2211	764	0.169176%
2212	1,581	0.350089%
2213	959	0.212356%
2300	1,235	0.273472%
2301	1,148	0.254207%
2302	931	0.206156%
2303	1,435	0.317759%
2305	761	0.168512%
2306	617	0.136625%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2307	1,148	0.254207%
2308	970	0.214792%
2309	1,147	0.253986%
2310	1,581	0.350089%
2311	764	0.169176%
2313	959	0.212356%
2400	1,235	0.273472%
2401	1,148	0.254207%
2402	931	0.206156%
2403	1,435	0.317759%
2405	761	0.168512%
2406	617	0.136625%
2407	1,148	0.254207%
2408	970	0.214792%
2409	1,147	0.253986%
2410	550	0.121789%
2411	764	0.169176%
2412	1,005	0.222542%
2413	959	0.212356%
2500	1,235	0.273472%
2501	1,148	0.254207%
2502	931	0.206156%
2503	1,435	0.317759%
2505	761	0.168512%
2506	617	0.136625%
2507	1,148	0.254207%
2508	970	0.214792%
2509	1,147	0.253986%
2510	550	0.121789%
2511	764	0.169176%
2512	1,005	0.222542%
2513	959	0.212356%
2600	1,235	0.273472%
2601	1,148	0.254207%
2602	931	0.206156%
2603	1,435	0.317759%
2605	761	0.168512%
2606	617	0.136625%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2607	1,148	0.254207%
2608	970	0.214792%
2609	1,147	0.253986%
2610	550	0.121789%
2611	764	0.169176%
2612	1,005	0.222542%
2613	959	0.212356%
2700	1,235	0.273472%
2701	1,148	0.254207%
2702	931	0.206156%
2703	1,435	0.317759%
2705	761	0.168512%
2706	617	0.136625%
2707	1,148	0.254207%
2708	970	0.214792%
2709	1,147	0.253986%
2710	550	0.121789%
2711	764	0.169176%
2712	1,005	0.222542%
2713	959	0.212356%
2800	1,235	0.273472%
2801	1,148	0.254207%
2802	931	0.206156%
2803	1,435	0.317759%
2805	761	0.168512%
2806	617	0.136625%
2807	1,148	0.254207%
2808	970	0.214792%
2809	1,147	0.253986%
2810	550	0.121789%
2811	764	0.169176%
2812	1,005	0.222542%
2813	959	0.212356%
2900	1,235	0.273472%
2901	1,148	0.254207%
2902	931	0.206156%
2903	1,435	0.317759%
2905	761	0.168512%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2906	617	0.136625%
2907	1,148	0.254207%
2908	970	0.214792%
2909	1,147	0.253986%
2910	550	0.121789%
2911	764	0.169176%
2912	1,005	0.222542%
2913	959	0.212356%
3000	1,235	0.273472%
3001	1,148	0.254207%
3002	931	0.206156%
3003	1,435	0.317759%
3005	761	0.168512%
3006	617	0.136625%
3007	1,148	0.254207%
3008	970	0.214792%
3009	1,147	0.253986%
3010	550	0.121789%
3011	764	0.169176%
3012	1,005	0.222542%
3013	959	0.212356%
3100	1,235	0.273472%
3101	1,148	0.254207%
3102	931	0.206156%
3103	1,435	0.317759%
3105	761	0.168512%
3106	617	0.136625%
3107	1,148	0.254207%
3108	970	0.214792%
3109	1,147	0.253986%
3110	550	0.121789%
3111	764	0.169176%
3112	1,005	0.222542%
3113	959	0.212356%
3200	1,235	0.273472%
3201	1,148	0.254207%
3202	931	0.206156%
3203	1,435	0.317759%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3205	761	0.168512%
3206	617	0.136625%
3207	1,148	0.254207%
3208	970	0.214792%
3209	1,147	0.253986%
3210	550	0.121789%
3211	764	0.169176%
3212	1,005	0.222542%
3213	959	0.212356%
3300	1,235	0.273472%
3301	1,148	0.254207%
3302	931	0.206156%
3303	1,435	0.317759%
3305	761	0.168512%
3306	617	0.136625%
3307	1,148	0.254207%
3308	970	0.214792%
3309	1,147	0.253986%
3310	550	0.121789%
3311	764	0.169176%
3312	1,005	0.222542%
3313	959	0.212356%
3401	2,470	0.546944%
3402	931	0.206156%
3403	1,435	0.317759%
3405	761	0.168512%
3406	617	0.136625%
3407	1,148	0.254207%
3408	970	0.214792%
3409	1,147	0.253986%
3410	550	0.121789%
3411	764	0.169176%
3412	1,005	0.222542%
3413	959	0.212356%
3501	2,470	0.546944%
3502	931	0.206156%
3503	1,435	0.317759%
3505	761	0.168512%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3506	617	0.136625%
3507	1,148	0.254207%
3508	970	0.214792%
3509	1,147	0.253986%
3510	550	0.121789%
3511	764	0.169176%
3512	1,005	0.222542%
3513	959	0.212356%
3601	2,470	0.546944%
3602	931	0.206156%
3603	1,435	0.317759%
3605	761	0.168512%
3606	617	0.136625%
3607	1,148	0.254207%
3608	970	0.214792%
3609	1,147	0.253986%
3610	550	0.121789%
3611	764	0.169176%
3612	1,005	0.222542%
3613	959	0.212356%
3701	2,470	0.546944%
3702	931	0.206156%
3703	1,435	0.317759%
3705	761	0.168512%
3706	617	0.136625%
3707	1,148	0.254207%
3708	970	0.214792%
3709	1,147	0.253986%
3710	550	0.121789%
3711	764	0.169176%
3712	1,005	0.222542%
3713	959	0.212356%
3801	2,470	0.546944%
3802	931	0.206156%
3803	1,435	0.317759%
3805	761	0.168512%
3806	617	0.136625%
3807	1,148	0.254207%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3808	970	0.214792%
3809	1,147	0.253986%
3810	550	0.121789%
3811	764	0.169176%
3812	1,005	0.222542%
3813	959	0.212356%
3901	2,470	0.546944%
3902	1,557	0.344774%
3903	1,435	0.317759%
3905	761	0.168512%
3907	1,148	0.254207%
3908	970	0.214792%
3909	1,147	0.253986%
3910	1,581	0.350089%
3911	764	0.169176%
3913	959	0.212356%
Total	451,600	100.000000%

B. COMMERCIAL UNIT CLASS COMMON INTEREST

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
CU	3,149	100.000000%
Total	3,149	100.000000%

A. **LAYOUT AND FLOOR PLANS OF UNITS**. Each Residential Unit has the number of bedrooms and bathrooms noted above. The layouts and floor plans of each Unit are depicted on the Condominium Map. None of the Units have a basement.

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

C. **COMMON INTEREST**. The Common Interest for each of the four hundred fifty-eight (458) Units (including the Commercial Unit and the Residential Units) in the Project is calculated by dividing the approximate net living area of the Unit by the total net living area of all the Units in the Project. In order to permit the Common Interest to equal one hundred percent (100%), the Common Interest attributable to Unit 613 was increased by 0.000015%.

D. **COMMERCIAL UNIT CLASS COMMON INTEREST AND RESIDENTIAL UNIT CLASS COMMON INTEREST.** The Commercial Unit Class Common Interest is calculated by dividing the approximate net living area of the Commercial Unit by the total approximate net living area of all Commercial Units in the Project. The Residential Unit Class Common Interest is calculated by dividing the approximate net living area of the Residential Unit by the total net living area of all Residential Units in the Project. In order to permit the Residential Unit Class Common Interest to equal one hundred percent (100%), the Residential Unit Class Common Interest attributable to Unit 613 was increased by 0.000034%.

E. **PARKING STALLS, STORAGE LOCKERS, AND STORAGE ROOMS.** The Condominium Map depicts the location, type, and number of parking stalls, storage lockers, and storage rooms in the Project. Numbered parking stalls, storage lockers, and storage rooms designated on the Condominium Map as "Residential Unit Limited Common Elements" not otherwise identified above as a Limited Common Element to a specific Unit are Limited Common Elements appurtenant to Unit 709 (Resident Manager Unit). Developer has the reserved right to redesignate and reassign parking stalls, storage lockers, and storage rooms currently designated as Limited Common Elements appurtenant to Unit 709 (Resident Manager Unit), to other Residential Units in the Project as Limited Common Elements appurtenant to such Residential Units.

END OF EXHIBIT "A"

EXHIBIT "B"

BOUNDARIES OF EACH UNIT

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

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

The respective Units shall be deemed to include: (a) all interior walls, doors, window frames, and partitions that are not load-bearing and that are located within the space bounded by the Unit's perimeter walls but not the perimeter walls themselves, (b) the interior decorated or finished surfaces of all doors, door frames, columns, and window frames of perimeter and party walls, (c) the interior decorated or finished surfaces of all floors and ceilings, (d) all lath, furring, wallboard, plasterboard, plaster, paneling, tile, wallpaper, paint, finished flooring, and any other materials constituting the finished interior decorated surfaces of such walls and columns, interior doors, interior door and window frames, and floors and ceilings, (e) the air space surrounded by such walls, doors, door and window frames, floors, and ceilings, (f) all fixtures (if any) originally installed in the Unit, and (g) any pipes, shafts, wires, conduits, ducts, or other utility or service lines running through such Unit that are utilized for or service only that Unit. Each Unit shall <u>not</u> be deemed to include the following: (t) the undecorated and unfinished surfaces of perimeter and party walls and doors, door frames, window frames, and any exterior surfaces thereof, (u) sliding doors and frames and windows located on the perimeter and party walls, (v) the interior load-bearing walls and columns and their undecorated or unfinished surfaces, (w) any door or window frames located in the interior load-bearing walls and their undecorated or unfinished surfaces, (x) any lanais (if any), or walls, floors, and/or ceilings partially surrounding any lanai (if any), (y) any pipes, shafts, wires, conduits, ducts, or other utility or service lines running through such Unit that are utilized for or service more than one Unit; and (z) any Common Elements or Limited Common Elements as hereinafter provided.

EXHIBIT "C"

PERMITTED ALTERATIONS TO UNITS

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

A. **IN GENERAL.** This Section applies, except as otherwise provided by the FHA and except as otherwise provided in the Declaration. This Section does not apply to changes made by Developer when exercising Developer's Reserved Rights. Neither the Association nor any Owner may make any structural changes or additions to the Common Elements, the Limited Common Elements, or the Units that are different in any material respect from the Condominium Map, except pursuant to any requisite vote by the Association and amendment of the Declaration, or as otherwise set forth herein or in the Bylaws. Any such restoration, replacement, construction, alteration, or addition must be made in accordance with complete plans and specifications that are first approved by the Board in writing. Promptly after the work is completed, the Association, Developer, or the Owner must record the amendment along with any necessary changes to the Condominium Map. This Section does not apply to "nonmaterial additions and alteration" as that term is used in Section 514B-140 of the Act. Except as provided in Section D, below, nothing in this Article: (1) authorizes any work or change that would jeopardize the soundness, safety, or structural integrity of any part of the Project; (2) authorizes any work or change by an Owner that would materially change the uniform external appearance of the Project without the approval of the Board; (3) prohibits the Board from making or requiring that an Owner make changes within any Unit or Limited Common Element appurtenant thereto as needed to comply with the fire code and all other laws that apply to the Project; and (4) prohibits Developer from completing the initial Project construction and Improvements.

B. **PROTECTION OF POST-TENSION CONCRETE SYSTEM.** Concrete components of the Project will be built using a post-tension concrete system that involves placing steel cables under high tension in the concrete slab foundation forming floors and ceilings. No Owner shall alter, pierce, or otherwise tamper with the concrete slabs above and below the Unit, which could result in serious damage to the integrity of the post-tension concrete system and/or cause serious injury or damage to persons and property. Without limiting the foregoing, window coverings may not be attached or anchored to such slabs. By accepting a Unit Deed, each Owner will further acknowledge and accept (1) that one of the effects of using a post-tension concrete system is that concrete surfaces may experience non-structural, cosmetic cracking that may be visible to Owners and require cosmetic repairs, and (2) that it is an inherent part of a post-tension concrete system that floors will not be level beyond the permitted construction tolerances and thus installation of certain floor coverings such as wood or other hard surface floor covering may require some leveling prior to installation.

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

1. **PERMITTED ALTERATIONS.** Each Residential Unit Owner has the right, subject to the terms and provisions in the Condominium Documents and the approval of the Board pursuant to Section F, which approvals shall not be unreasonably withheld or delayed, to make any of the "nonmaterial additions and alterations" as such term is defined in Section 514B-140 of the Act, which include the following changes, additions, and Improvements solely within the Owner's Unit or within a Limited Common Element appurtenant only to the Owner's Unit, at such Owner's sole cost and expense:

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

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

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

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

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

2. **NOISE RESTRICTIONS ON UNIT FLOOR COVERINGS.** As a condition to the installation, repair, alteration, or replacement of any surface floor coverings in a Residential Unit, the Owner shall provide the Board with written evidence that, as installed, the sound control underlayment of the new floor covering will mitigate sound transmission with a minimum Sound Transmission Coefficient (STC) Acoustic Standard of STC-55 and an Impact Isolation Class (IIC) rating of IIC-55 or such other rating as the Board shall have determined is required to prevent unreasonable sound transmission through the type of flooring that will be installed. The installation of foregoing insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the Tower, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission). Following installation of such approved hard floor covering and sound control underlayment, the Owner will provide the Board with written confirmation from the installer that the material specified in the Board's written approval was duly installed and that as installed, such flooring meets the minimum standards set forth above. The Board shall have the right to require that any hard surface floor covering installed without the Board's prior written approval or not in conformity with the minimum standards in this Section shall be removed at the Owner's expense.

D. **BY COMMERCIAL UNIT OWNERS.** Each Commercial Unit Owner has the right, subject to the terms and provisions in the Condominium Documents, to make any of the following changes, additions, and Improvements to the Owner's Unit or within a Limited Common Element appurtenant only to the Owner's Unit, at such Owner's sole cost and expense, without the consent of the Association or Board, except as herein provided:

1. To make any of the "nonmaterial additions and alterations" as such term is defined in Section 514B-140 of the Act;

2. To install, maintain, remove, and rearrange non-load bearing walls and partitions within the Unit from time to time;

3. To install and/or extend outdoor seating areas or lounge areas within the Commercial Unit Limited Common Elements;

4. To finish, change, or substitute any plumbing, electrical, or other fixtures attached to the ceilings, floors, or walls as appropriate for the use of the Unit and/or its Commercial Unit Limited Common Elements and to tie into utility lines connecting to the Unit;

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

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

7. To change the exterior appearance to the Unit or Limited Common Elements appurtenant solely thereto, including the configuration, size, and appearance of entrances and windows, facades, and storefronts as allowed by applicable zoning laws and other governmental requirements;

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

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

Any material addition or alteration to a Commercial Unit or Limited Common Element appurtenant thereto shall require the approval of the Board, which approval shall not be unreasonably withheld, only if the proposed addition or alteration, as reasonably determined by a Majority of the Board, could jeopardize the soundness or safety of the Project, impair any easement, or interfere with or deprive any non-consenting Owner of the use or enjoyment, or structural integrity, of any part of the Common Elements. A request for Board approval will be deemed approved unless the Board responds within thirty (30) days of receipt of such request. The issuance of a building permit by the County for the material addition or alteration shall be conclusive evidence that the addition or alteration would not jeopardize the soundness, safety, or structural integrity of the Project.

If a dispute arises between or amongst Commercial Unit Owners as a result of any change or modification made solely within an Owner's Unit or within the Limited Common Elements appurtenant only to an Owner's Unit pursuant to this Section, it shall be resolved solely by the disputing Commercial Unit Owners and the Commercial Director.

E. **BY THE BOARD**. The Board has the right to change the exterior appearance of the Project, without approval of the Association; provided that the cost of such change shall not exceed Five Hundred Thousand and No/100 Dollars ($500,000.00). During the Development Period, however, the Board may not pursue any such change without Developer's prior written approval.

F. **APPROVAL OF THE BOARD; CONDITIONS TO BOARD APPROVAL**. It is intended that the Tower presents a uniform and attractive appearance in accordance with the Project Quality Standard and that any addition or alteration made by an Owner shall not jeopardize the safety or soundness of the Project, impair any easement, or interfere with or deprive any nonconsenting Owner of the use and enjoyment of his or her Unit or the Project.

1. **APPROVAL OF BOARD FOR CHANGES AFFECTING EXTERIOR APPEARANCE OF PROJECT**. Except for changes to the Commercial Units or the Limited Common Elements appurtenant thereto, discussed in Section D, above, whenever any proposed modification, change, addition to, or alteration of any Unit or Limited Common Element appurtenant thereto will impact such appearance of the Tower:

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

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

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

d. The Board shall base its decision to grant or deny approval at least in part upon considerations of whether (and to what extent) the proposed modification, change, addition, or alteration will adversely affect the exterior appearance of the Project. Except in connection with proposed modifications to accommodate Owners with disabilities, if the Board determines that the proposed modification, change, addition, or alteration will adversely affect the appearance of the exterior of the Project or is not consistent with the Project Quality Standard, the Board shall not grant approval. If the Board decides that a proposed modification, change, addition, or alteration will not adversely affect the appearance of the exterior of the Project and decides to permit the modification, change, addition, or alteration as consistent with the Project Quality Standard, the Board shall first provide all Owners with written notice, and the proposed modification, change, addition, or alteration shall not be implemented until the Owners shall have an opportunity to challenge the determination, and, if challenged by any Owner, then the proposed modification, change, addition, or alteration will require the approval of Owners of Units holding no less than sixty-seven percent (67%) of the Common Interests.

2. **APPROVAL OF BOARD FOR PERMITTED ALTERATIONS TO RESIDENTIAL UNITS.** The Board shall review any proposed nonmaterial addition or alteration to a Residential Unit:

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

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

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

d. The Board may only disapprove a nonmaterial addition or alteration where the Board reasonably believes that the addition or alteration could jeopardize the soundness of the Project or impair any easement or interfere with or deprive any nonconsenting Owner of the use and enjoyment of part of the Project.

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

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

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

c. For modifications, changes, additions, alterations, and other work the estimated cost of which shall exceed Five Hundred Thousand and No/100 Dollars ($500,000.00), the Owner of the Unit provide a performance bond and a labor and materials payment bond in a face amount equal to one hundred percent

(100%) of the estimated cost of the construction, naming the Board on behalf of the Association, the Owners, and their Lenders, as their respective interests may appear, as additional obligees. As an alternative, and under the appropriate circumstances, the Board may approve a written indemnity, in form and content acceptable to the Association, under which the Owner of the Unit agrees to indemnify and save harmless the Association, the Owners, and their Lenders, as their respective interests may appear, from and against any claims, demands, or liability arising out of any failure by the Owner to pay all costs and expenses for any and all labor, materials, or supplies for any work performed in or to the Unit or appurtenant Limited Common Element.

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

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

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

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

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

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

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

J. **FACADE SIGNAGE; COMMERCIAL UNIT OWNERS AND DEVELOPER**. Each Commercial Unit Owner shall have the exclusive right for the benefit of its Commercial Unit to install, maintain, repair, and replace (from time to time) signs and other displays on the exterior facade of the Parking Structure, and the Commercial Unit or the Limited Common Elements appurtenant solely thereto (individually, a "**Facade Sign**" and collectively, the "**Facade Signs**"), in a size and location as permitted by and subject to any zoning laws or other governmental requirements. The Facade Signs shall be consistent with the Project Quality Standard. All Facade Signs, to the extent not required to be insured by the Association, shall be insured at the exclusive cost of the Commercial Unit Owner installing such signage, unless insured by the Occupant of a Commercial Unit pursuant to the terms of the lease or other occupancy agreement. Any Commercial Unit Owner who exercises its right to install the Facade Sign pursuant to this Section shall be solely responsible for the lighting, installation, maintenance, and replacement, of its Facade Sign, and liable for the costs and repair of any damage to the Project proximately caused by such installation, maintenance, and replacement. Developer, during the Development Period, or the Commercial Director may establish and administer any comprehensive sign criteria and shall assume all duties relating to Facade Signs, including, without limitation, approval thereof. Notwithstanding anything herein provided to the contrary, any and all names and signage used at and/or located in the Project shall not (a) use any word or words from the Hawaiian language that contains a culturally inappropriate use of the Hawaiian word or words, or (b) contain a Hawaiian word or words that are substantially similar in spelling or pronunciation to a word or words that would be culturally inappropriate.

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

* * * * *

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

EXHIBIT "D"

SPECIAL USE RESTRICTIONS

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

1. **PROJECT; IN GENERAL.**

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

b. RIGHT TO SELL, LEASE, OR RENT. Subject to those certain prohibitions on uses set forth herein, the Owners of the respective Units shall have the absolute right, without the consent or joinder of any other Owners, to sell, rent, lease, or otherwise transfer such Units subject to all of the provisions of the Condominium Documents; provided, however, that: (a) all leases shall be in writing, signed by the Owner or Owner's representative and the tenant; (b) as it pertains to the Residential Units, all leases shall have a term of not less than ninety (90) days, or such longer minimum period required by applicable law; (c) all leases and rentals of Units or portions thereof shall be made in accordance with any applicable zoning ordinances and other applicable laws, including, but not limited to, the Residential Landlord Tenant Code, Chapter 521 of the Hawaii Revised Statutes, unless otherwise exempt therefrom; (d) without prior written approval of the Board, no leasing of less than an entire Residential Unit shall be allowed; (e) an Owner shall give notice in writing to the Association that such Owner's Unit is being leased and the name of such lessee, (f) as it pertains to the Residential Units, such Owner's right to lease is subject to any owner-occupant requirements under Part V.B of the Act; and (g) no Unit may be utilized for hotel purposes. Further, no Owner, or any agent of an Owner, shall engage in a circumvention of the foregoing requirements by systematically permitting the cancellation of an authorized lease, thereby effectively permitting occupancy of an Owner's Unit for less than the minimum permitted time period.

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

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

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

recovery thereunder, or result in reputable companies refusing to provide insurance as required or permitted by the Bylaws. Any insurance premium increase caused by a Residential Unit Owner shall become a Residential Unit Class Expense, and any increase caused by a Commercial Unit Owner shall be paid by such Commercial Unit Owner.

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

3. **RESIDENTIAL UNITS AND LIMITED COMMON ELEMENTS.**

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

b. **MAXIMUM OCCUPANCY.** Unless limited otherwise by County ordinance, or other applicable law, no Residential Unit shall be occupied by more than nine (9) persons, and, in no event shall occupancy of a Residential Unit exceed three (3) persons per bedroom; provided however, that this occupancy limitation shall not apply to or restrict the Owner of a Residential Unit from hosting a larger group of invited guests or visitors in such Unit for a one (1) day function with prior written notice to the Managing Agent and subject to the limitations set forth in the House Rules.

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

d. **PROHIBITION AGAINST TIME SHARE PROGRAMS AND UTILIZATION OF SHORT-TERM ONLINE RENTAL PLATFORMS.** Residential Units and their Limited Common Elements, or any portion of any, *shall not be the subject of or sold, transferred, conveyed, leased, occupied, rented, or used under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program, whether covered by Chapter 514E or not, including, but not limited to, any so-called "fractional ownership," "vacation license," "travel club membership," "club membership," "membership club," "destination club," "time-interval ownership," "interval exchange" (whether the exchange is based on direct exchange or occupancy rights, cash payments, reward programs or other point or accrual systems) or "interval ownership" as offered and established through a third-party vacation membership service provider who is in the business of providing and managing such programs. The Residential Units shall not be used as part of any occupancy plan or for similar purposes, which shall include: (a) any joint ownership, whether or not ownership is deeded, of a Residential Unit where unrelated (i.e., non-family) owners share and enjoy use or occupation of the Residential Unit according to a periodic (fixed or floating) schedule based on time intervals, points or other rotational system; or (b) any club, the membership of which allows access and use of one or more properties by its members based on availability and reservation priorities, commonly known as destination clubs (equity or non-equity) or vacation clubs. Furthermore, the Residential Units and their Limited Common Elements, or any portion of any, shall not be used for transient or hotel purposes, which are defined as (a) rental for any period less than ninety (90) days, or (b) any rental in which the Occupants of the Residential Unit are provided customary hotel or resort services. The Residential Units shall also not be placed in or made available on any short term online rental platform or any other platform whereby potential occupants are solicited to stay in a Unit for less than a ninety (90) day period. The foregoing restrictions are collectively referred to as "**Occupancy Restrictions**." The Occupancy Restrictions may be enforced by Developer, the Association, the Resident Manager, the Site Manager, or the Managing Agent.*

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

e. **USE OF RECREATIONAL AMENITIES; RECREATIONAL DECK.** The Recreational Amenities, including those Recreational Amenities located on the Recreational Deck and Level 1 of the Tower, are Residential Limited Common Elements. Except as otherwise provided herein, the Recreational Amenities shall only be used by the Residential Unit Owners while in residence, their Occupants, and non-residing guests while accompanied by the Owner or Occupant. The Recreational Amenities are to promote recreation and leisure activities and any other purposes permissible by the Condominium Documents; provided that, and subject to any Developer's Reserved Rights, at no time shall there be any commercial use of the Recreational Deck or Recreational Amenities to service any Person other than an Owner (or Owner's or Occupant's invitees), nor shall any Owner charge a fee for others to utilize the Recreational Amenities or Recreational Deck or other area which Recreational Amenities are located, nor shall the Recreational Deck or other area in which Recreational Amenities are located contain any third-party independent commercial operation, provided that a third-party independent commercial operation whose business is to provide services exclusively to Owners and their invitees may be permitted in the discretion of the Board. Developer shall have the option, at its sole discretion, to add to, reconfigure, resize, relocate, and/or remove any or all of the Recreational Amenities, which may in turn increase or decrease the Common Expenses and, consequently, affect maintenance fees. This Section shall not be considered a representation and/or warranty of Developer that any or all of the Recreational Amenities will be built, located on the Recreational Deck or Level 1 of the Tower, and/or offered to Residential Unit Owners

f. **SALES AND MARKETING; MARKETING MATERIALS.** Except for Residential Units owned by Developer and used for sales and marketing purposes, no "open houses" or similar activity promoting the sale of a Residential Unit shall be permitted at the Project without the prior written consent of Developer during the Development Period, and, after the expiration or termination of the Development Period, the Board. All sales and marketing materials provided to an Owner in connection with the Residential Unit or the

Project that are otherwise the property of Developer, including, but not limited to, any imagery, logos, artistic renderings, weblinks, layout depictions, video clips, and other similar marketing materials may not be used by an Owner or any rental agent in the promotion of any Residential Unit in the Project in any fashion whatsoever without the prior written approval of Developer, which approval may be withheld in Developer's sole discretion. Any use of such material in any way by an Owner or any rental agent without such permission will entitle Developer to immediately enjoin such use and to pursue any and all remedies against the Owner, independently of the obligations set forth in the Declaration. The Owner and/or rental agent will be fully responsible to pay for all costs incurred by Developer in enforcing its proprietary rights in and to such material, including, but not limited to, any and all attorneys' fees and costs.

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

a. **COMMERCIAL USE.** Subject to the limitations below, the Commercial Units, Commercial Limited Common Elements, and Commercial Unit Limited Common Elements shall be used for any commercial purpose permitted by law, including, without limitation, the Master Charter, the HCDA Agreements, all business or professional license and permit requirements and the Vested Rules, and shall be consistent with the Project Quality Standard. The Commercial Units may be leased at the discretion of the Commercial Unit Owner, subject to the provisions of the lease. The Owner(s) of any Commercial Unit, in its sole discretion, may contract with various providers of goods and services, such as food and beverage operators, retail stores, and other vendors, to provide goods and services at the Project. The Owner(s) of any Commercial Unit may retain any and all compensation paid to the Owner(s) in return for permitting a vendor to use space within the Commercial Unit or its Limited Common Elements. The commercial uses of any Commercial Unit are subject to change at the sole discretion of the Commercial Unit Owner(s), and subject further to the terms of any lease. No Residential Owner shall be guaranteed access through any Commercial Unit, the Commercial Limited Common Elements, or Commercial Unit Limited Common Elements.

b. **LIMITATIONS ON COMMERCIAL USE.** The following uses are not permitted uses within or of the Commercial Units or their Limited Common Elements:

i. facilities for the sales or service of mobile homes or trailers;

ii. junkyards, scrap metal yards, automobile used parts sales facilities, motor vehicle dismantling operations, sanitary landfills, except that auto specialty stores or boutiques (with any one store or boutique not to exceed 10,000 square feet) that display only a limited number of automobiles on-site at any particular time may be permitted;

iii. dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, other than handling or reducing waste produced on the premises from authorized use in a clean and sanitary manner;

iv. salvage business;

v. truck terminals and truck stop-type facilities, including truck parking lots (except as may be incidental to a use that is not prohibited);

vi. tanning parlors, massage parlors, or any establishment which offers entertainment or service by nude or partially dressed male or female persons, except that this provision shall not preclude tanning and massage services offered by fully clothed, trained personnel as part of a legitimate fitness or health facility, or a day spa operation that also offers beauty, body care, skin care, or similar services;

vii. "adult entertainment uses," which shall include, for the purposes of this Section, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (i) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are rated "X" by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature (but not including the sale or rental of movies, films, or videos for private viewing); or (ii) sexually explicit games, toys, devices, or similar merchandise;

viii. mini-warehouses and warehouse/distribution centers;

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

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

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

xii. heavy machinery sales and storage facilities;

xiii. wood treating operations of any kind;

xiv. gambling operations;

xv. flea markets, swap meets, or similar operations;

xvi. facilities where weapons or firearms are used or brought onto the premises in the ordinary course of business, including firing ranges and/or gun clubs; and

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

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

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

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

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

6. **USE OF LIMITED COMMON ELEMENTS**. Subject to the terms of the Declaration and the reserved rights of Developer herein, Owners shall have the right to use the Limited Common Elements appurtenant to their Units for any purpose permitted by zoning, other applicable laws, and the Condominium Documents. Notwithstanding anything provided to the contrary, or from which a contrary intent may be inferred, neither the Board nor the Association shall have any right to change the use of, or lease or otherwise use any Limited Common Element without the prior written consent of the Owners of the Unit(s) to which such Limited Common Element is appurtenant. The Owners of at least sixty-seven percent (67%) of the Common Interest that is appurtenant to Units to which any particular Limited Common Element is appurtenant shall have the right to change the use of a particular Limited Common Element. Subject to the Developer's Reserved Rights set forth herein and the easements granted in Article IV of the Declaration, no lease, license, easement, or similar right may be granted over the Residential Limited Common Elements or the Commercial Limited Common Elements without the vote and approval of the Residential Unit Class or the Commercial Unit Class, respectively.

7. **SEPARATION, COMBINATION OF UNITS; TRANSFER OF INTEREST**. Subject to the Developer's Reserved Rights set forth herein, no Owner may partition or separate a Unit or the legal rights comprising ownership of a Unit from any other part thereof, nor shall an Owner combine a Unit with any portion of another Unit; provided that a Residential Unit Owner may consolidate Residential Units pursuant to Section X.C.1 of the Declaration and a Commercial Unit Owner may consolidate Commercial Units pursuant to Section X.D.8 of the Declaration. No Owner shall sell, assign, convey, transfer, gift, devise, bequeath, hypothecate, or encumber anything other than a single, complete Unit; provided, however, that nothing herein contained shall: (1) limit the right of Developer and its successors and assigns to sell or lease Units as contemplated herein; (2) restrict the manner in which title to a Unit may lawfully be held under Hawaii law (e.g., joint tenants, tenants in common, or the like); (3) limit the right of an Owner to transfer a Limited Common Element parking stall, storage locker, or storage room as provided in Section XV.A.3 of the Declaration and Section 514B-40 of the Act; or (4) prevent the lease, sublease, or rental of portions of the Commercial Unit, Commercial Limited Common Elements, and Commercial Unit Limited Common Elements. Except as provided in clauses (1) and (4) above, every sale, assignment, conveyance, transfer, gift, devise, bequest, hypothecation, encumbrance, or other disposition of a Unit, or any part thereof, shall be presumed to be a disposition of the entire Unit, together with all appurtenant rights and interests created by law or by the Condominium Documents. The transfer of any Unit shall operate to transfer to the new Owner of the Unit the interest of the prior Owner in all funds held by the Association even though not expressly mentioned or described in the instrument of transfer, and without any further instrument or transfer.

8. **ADA COMPLIANCE**. To the extent required, the Project will be constructed in compliance with the ADA. All such areas required to be ADA compliant, as well as all Improvements therein, must at all times comply with the ADA, as well as all other laws, ordinances, building codes, rules, regulations, orders, and directives of any governmental authority having jurisdiction now or in the future applicable to such ADA areas.

9. **NUISANCES**. No nuisances shall be allowed in the Units which are a source of annoyance to the Owners or Occupants of other Units or which interferes with the peaceful possession or proper use of the Units by its Owners or Occupants. Notwithstanding the foregoing, the Commercial Units may be used in accordance with Section D.1, above, and commercially reasonable standards for noise and nuisance as to such Commercial Units will be permitted at the Project.

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

Commercial Director as to the Commercial Limited Common Elements and the Commercial Unit Owner to which the Commercial Unit Limited Common Element is appurtenant to.

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

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

13. **SMOKING**. Smoking shall not be permitted within the Residential Units, any Common Element, Residential Limited Common Element, or Residential Unit Limited Common Element. Smoking shall only be permitted within designated smoking areas in the Project.

14. **HOUSE RULES**. Additional use restrictions that are consistent with the Declaration and the Bylaws may be set forth in the House Rules by the Board. Any proposed rules and regulations that may affect the Commercial Units, Commercial Limited Common Elements, or Commercial Unit Limited Common Elements shall be subject to the prior written approval of the Commercial Director.

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

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

b. On behalf of the Association, to lease or otherwise use for the benefit of the Association the Common Elements not actually used by any of the Owners for an originally intended special purpose, as determined by the Board; provided that unless the approval of the Owners of at least sixty-seven percent (67%) of the Common Interest is obtained, any such lease shall not have a term exceeding five (5) years and shall contain a provision that the lease or agreement for use may be terminated by either party thereto on not more than sixty (60) calendar days' written notice;

c. To lease or otherwise use for the benefit of the Association those Common Elements not falling within Section O.2 above, upon obtaining: (a) the approval of the Owners of at least sixty-seven percent (67%) of the Common Interest, including all directly affected Owners, and (b) the approval of all mortgagees of record which hold Mortgages on Units with respect to which Owner approval is required by (a) above, if such lease or use would be in derogation of the interest of such mortgagees;

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

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

16. **SEVERANCE OF COMMON ELEMENTS FROM UNIT**. No Owner shall be entitled to sever his or her Unit, or any portion thereof, from his or her undivided interest in the Common Elements, in any easement interests appurtenant thereto or licenses granted under the Declaration. Neither may such component interests be severally sold, conveyed, leased, encumbered, hypothecated, or otherwise dealt with, and any such attempt to do so in violation of this provision shall be void and of no effect. Developer and its successors, assigns, and grantees, and each Owner, each covenant and agree that the Units and the corresponding undivided interest in the Common Elements and the easements, licenses, and other interests appurtenant thereto, shall not be separated or

separately conveyed, and (1) each such undivided interest in the Common Elements and any easements appurtenant to a Unit shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to title to the Unit, and (2) each such Unit shall be deemed to be conveyed or encumbered with its respective undivided interest in the Common Elements and in any easements, licenses or other interests appurtenant thereto even though the description in the instrument of conveyance or encumbrance may refer only to the title to the respective undivided interest. Nothing herein shall limit the right of an Owner to transfer a Limited Common Element parking stall, storage locker, or storage room as provided in Section XV.A.3 of the Declaration and Section 514B-40 of the Act.

17. **NON-APPLICABILITY TO DEVELOPER**. Notwithstanding anything provided herein to the contrary, as long as there are unsold Units in the Project, the provisions of this Article shall not apply to the Units owned by Developer, or its successors and assigns, or the Limited Common Elements appurtenant thereto, or to any Improvements proposed or made by Developer, or its successors or assigns or its affiliates, in connection with its development, construction, promotion, marketing, sales, or leasing of any Unit or any portion of the Project; provided, however, Developer must have the prior written approval of each affected Commercial Unit Owner before Developer can exercise this right within any Commercial Unit, Commercial Limited Common Element, or Commercial Unit Limited Common Element, or otherwise affect any Commercial Unit Owner's use of its Commercial Unit and appurtenant Limited Common Elements, which approval shall not be unreasonably withheld.

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

* * * * *

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

EXHIBIT "E"

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

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

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

1. The Land in fee simple and any other appurtenances thereto described in Exhibit "A" to the Declaration; subject, however, to the rights of Developer herein affecting the Land;

2. The Building Structure;

3. The driveway entrance from Ala Moana Boulevard leading to the loading dock on Level 1 of the Tower and the loading stalls;

4. The driveway entrance from Auahi Street closest to the Commercial Unit leading to both Residential and Commercial parking stalls on Level 1 of the Tower, shown on the Condominium Map as an "Alternative Allocation Common Element";

5. The janitor's closet located on Level 1 of the Tower, shown on the Condominium Map as an "Alternative Allocation Common Element";

6. The electrical rooms and cooling plant located on the first floor of the Tower;

7. All fans, vents, shafts, drains, sewer lines, water lines, pipes, generators, cables, conduits, ducts, electrical equipment, water pumps, fire pumps and other equipment, telecommunication equipment, security equipment, cooling tower(s), HVAC, wiring and other central and appurtenant transmission facilities and installations on, above, over, under, and across the Project to the point of their respective connections to Improvements comprising a part of the Units or the Limited Common Elements appurtenant thereto, which serve all of the Units and their appurtenant Limited Common Elements, including, without limitation, those providing electricity, light, gas (if any), water, air conditioning, sewer, refuse, drainage, irrigation, telephone, security, and radio and television signal distribution (if any), unless otherwise designated herein or on the Condominium Map;

8. All hallways, stairways, corridors, areas, or rooms, including, without limitation, areas or rooms housing the items described in Section 7, above, mechanical equipment, maintenance and utility rooms and areas, restrooms, trash rooms, areas, and receptacles, apparatus and installations existing for common use by or for the common benefit of all Units and/or the Common Elements appurtenant to all Units, and not otherwise designated as a Unit herein or on the Condominium Map;

9. The exterior surfaces of the Tower, including, without limitation, any louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto; provided, however, that the Recreational Deck on Level 6 of the Tower and any Limited Common Element louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto shall be Residential Limited Common Elements; and provided further that the exterior surfaces of the Commercial Unit(s) and any louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto shall be Commercial Unit Limited Common Elements;

10. All of the Limited Common Elements described in Section B, below; and

11. All other areas of the Project that are not described as a Unit or a part thereof.

B. **LIMITED COMMON ELEMENTS**. The Limited Common Elements are hereby designated, set aside, and reserved for the exclusive use of certain Units, or groups of Units, and such Units shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements, unless otherwise set forth herein. The responsibility to maintain, clean, upkeep, repair, replace, alter, improve, and/or add to Commercial Limited Common Elements and Commercial Unit Limited Common Elements shall be the responsibility of the

Commercial Unit Owner(s) who owns the Commercial Unit(s) to which such Limited Common Elements are appurtenant. The responsibility to maintain, clean, upkeep, repair, replace, alter, improve and/or add to Residential Limited Common Elements and Residential Unit Limited Common Elements (excepting any Residential Unit Limited Common Element solely appurtenant to one (1) Residential Unit) shall be the responsibility of the Association, as set forth in the Declaration. The costs and expenses of every description pertaining to such Limited Common Element shall be the responsibility of the Owner(s) of Unit(s) to which such Limited Common Element is appurtenant. If there is more than one Unit to which the Limited Common Element is appurtenant, then the cost thereof shall be charged to each Owner in proportion to the Common Interest or Class Common Interest, as applicable, appurtenant to each respective Unit.

1. **COMMERCIAL LIMITED COMMON ELEMENTS**. The Commercial Limited Common Elements include those parts of the Limited Common Elements reserved for the exclusive use of all Commercial Unit Owners and include the following:

a. The parking stalls located on Level 1 of the Tower and designated as "Commercial Limited Common Element" on the Condominium Map;

b. The commercial bicycle parking area located on Level 1 of the Tower and designated as "Commercial Limited Common Element" on the Condominium Map;

c. The yard area fronting the Commercial Unit along Auahi Street and Kō‘ula Street designated as "Commercial Limited Common Element on the Condominium Map;

d. Those portions of any pipes, drains, cables, conduits, chutes, flues, ducts, wires, vents, shafts, other utility or service lines, sewage treatment equipment and facilities (if any), grease traps, supporting apparatus, electrical equipment, electrical closets, communications rooms, pump rooms, HVAC, air conditioning and/or heating equipment and any appurtenant pipes or ducts, or other central and appurtenant transmission facilities and installations over, under, and across the Limited Common Elements appurtenant only to the Commercial Units or the Limited Common Elements appurtenant thereto; and any other fixtures that serve the Commercial Units or the Limited Common Elements appurtenant to the Commercial Units and serve none of the Residential Units or Limited Common Elements appurtenant thereto;

e. All utility, maintenance, and work rooms, closets and facilities, trash, electrical, mechanical, and telecommunication rooms, fire protection and security rooms, accessory equipment areas, and other support areas, and the equipment therein, and restrooms, hallways, corridors, and stairways that service only the Commercial Units or the Limited Common Elements appurtenant thereto;

f. Any mechanical equipment located on the Tower rooftop servicing only the Commercial Units and/or the Limited Common Elements appurtenant thereto, depicted as "Commercial Limited Common Element" on the Condominium Map; and

g. Any other area described as "Commercial Limited Common Element" herein or on the Condominium Map.

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

a. The lobby and reception areas located on Level 1 of the Tower and depicted as "Residential Limited Common Element" on the Condominium Map;

b. The elevators, elevator vestibules, elevator overrun, elevator control rooms, and elevator lobbies located on Level 1 through Level 39 of the Tower and the common hallways and corridors on Level 6 through Level 39 of the Tower, all for the exclusive use of the Residential Unit Owners and depicted as "Residential Limited Common Element" on the Condominium Map;

c. The parcel room and mail room on Level 1 of the Tower;

d. The administrative offices, security office, employee lounge, restrooms, server room, equipment room, and holding and loading area located on Level 1 of the Tower and depicted as "Residential Limited Common Element" on the Condominium Map;

e. The trash rooms and chutes, utility rooms, and any equipment therein, all located on Level 1 through Level 39 of the Tower and serving only the Residential Units or Limited Common Elements appurtenant thereto;

f. The unassigned guest parking stalls located on Level 1 of the Tower and the drive through areas and ramps on Level 2 through Level 5 of the Parking Structure depicted as "Residential Limited Common Element" on the Condominium Map;

g. The bicycle storage areas located on Level 1 of the Tower and designated as "Residential Limited Common Element" on the Condominium Map;

h. The Recreational Amenities located on the on Level 1 of the Tower and on the Recreational Deck, which may include cabanas, swimming pools, barbecue grills, dog park, library lounge, kitchen and private dining room, game room and lounge areas, conference room, work rooms, theater, bowling alley, gymnasium, movement studio, health club, salon/spa, sauna, karaoke room, pickle ball court, bocce ball court, playground, and other amenities, and any other Improvement located on the Recreational Deck depicted as "Residential Limited Common Element" on the Condominium Map;

i. The photovoltaic panels mounted on the roof of the Parking Structure designated as "Residential Limited Common Element" on the Condominium Map;

j. Those portions of any pipes, drains, cables, conduits, chutes, flues, ducts, wires, vents, shafts, other utility or service lines, sewage treatment equipment and facilities (if any), supporting apparatus, electrical equipment, electrical closets, communications rooms, pump rooms, HVAC, air conditioning and/or heating equipment and any appurtenant pipes or ducts, or other central and appurtenant transmission facilities and installations over, under, and across the Limited Common Elements appurtenant only to the Residential Units or the Limited Common Elements appurtenant thereto;

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

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

m. The Tower rooftop and any mechanical equipment areas or stairways thereon, servicing only the Residential Units and/or the Limited Common Elements appurtenant thereto, depicted as "Residential Limited Common Element" on the Condominium Map, but excluding any mechanical equipment located on the Tower rooftop servicing only the Commercial Units and/or the Limited Common Elements appurtenant thereto; and

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

3. **UNIT LIMITED COMMON ELEMENTS.** Unit Limited Common Elements are those parts of the Limited Common Elements that are reserved for the exclusive use of one (1) Unit or more, but less than all, of the Units in a Unit Class.

a. **COMMERCIAL UNIT LIMITED COMMON ELEMENTS.** Each Commercial Unit shall have as a Unit Limited Common Element appurtenant thereto the following:

(i) Any doorsteps (if any), stoop (if any), patios (if any), outdoor seating areas, and all exterior doors and windows or other fixtures designed to serve the Commercial Unit located outside the boundaries of, but adjoining and providing access specifically to, the Commercial Unit as may be depicted as "Commercial Unit Limited Common Element" on the Condominium Map;

(ii) The exterior surfaces of the Commercial Unit and any louver, trellis, screening, paneling, signage, decorative façade, or Improvement affixed to the exterior of the Commercial Unit;

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

(iv) Each Commercial Unit shall have one (1) assigned mailbox, located on Level 1 of the Tower as a Limited Common Element; and

(v) Any other area described as "Commercial Unit Limited Common Element" appurtenant to one or more, but less than all, Commercial Units herein or on the Condominium Map.

b. **RESIDENTIAL UNIT LIMITED COMMON ELEMENTS.** Each Residential Unit shall have as a Unit Limited Common Element appurtenant thereto the following:

(i) The parking stalls located on Level 1 through Level 5 of the Parking Structure and assigned to the Residential Units (designated by a number) in Exhibit "B" hereto;

(ii) The storage locker(s) (designated by "RS" and a number) and storage room(s) (designated by "S" and a number) located in the Parking Structure and identified and depicted on the Condominium Map, assigned to a Residential Unit in Exhibit "B" hereto;

(iii) Each Residential Unit shall have one (1) assigned mailbox located on Level 1 of the Tower. Such mailbox shall be identified by the same number as the Residential Unit to which it is a Limited Common Element;

(iv) Any lanai adjacent to a Residential Unit, as depicted on the Condominium Map, including, without limitation, the decorated or finished interior surfaces of the perimeter or party walls and ceilings and the interior of any perimeter doors, door frames, windows and window frames, the decorated or finished surface of the floors, including all areas within the finished or decorated perimeter interior surfaces of the perimeter walls, ceiling, and floors shall be a Limited Common Element to such Residential Unit;

(v) Any compressors, air conditioning, and/or heating equipment or other mechanical equipment located on the lanai or on the Tower rooftop which compressor or other mechanical equipment services a single Residential Unit shall be a Limited Common Element to such Residential Unit;

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

(vii) Any other area described as "Residential Unit Limited Common Element" appurtenant to one or more, but less than all, Residential Units herein or on the Condominium Map.

c. **RESIDENTIAL UNIT LIMITED COMMON ELEMENTS – RESIDENT MANAGER UNIT.** In addition to the Residential Unit Limited Common Elements appurtenant to the Resident Manager Unit, the Resident Manager Unit shall have as a Unit Limited Common Element appurtenant thereto the following:

(i) The Developer Liaison Office located on Level 1 of the Tower described as a "Residential Unit Limited Common Element" on the Condominium Map; and

(ii) All parking stalls, storage lockers, and storage rooms located in the Parking Structure described as a "Residential Unit Limited Common Element" on the Condominium Map not otherwise assigned to another Residential Unit.

* * * * *

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

EXHIBIT "F"

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes, if any, that may be due and owing.

   PARCEL FIRST is (are) covered by Tax Key: (1) 2-1-056-014.
   Real Property Tax Website: (1) 2-1-056-014.

   PARCEL SECOND is (are) covered by Tax Key: (1) 2-1-056-016.
   Real Property Tax Website: (1) 2-1-056-016.

   PARCEL THIRD is (are) covered by Tax Key: (1) 2-1-056-015.
   Real Property Tax Website: (1) 2-1-056-015.

   The Office of the Tax Assessor has indicated that the Tax Key for the Fiscal Year 2024-2025 will be (1) 2-1-056-017, CPR Nos. 0001 through 0458.

2. Mineral and water rights of any nature.

3. -AS TO ITEM III:-

   THE EFFECTS, IF ANY, OF THE FOLLOWING:

   DEDICATION AGREEMENT by HAWAII COMMUNITY DEVELOPMENT AUTHORITY, STATE OF HAWAII, and PACIFIC OLDSMOBILE-GMC, INC., dated August 6, 1985, recorded in Liber 18845 at Page 780.

4. The terms and provisions contained in unrecorded FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER FOR A MASTER PLAN PERMIT ("Order") adopted September 2, 2009 by the Kaka'ako members of HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii.

   A MEMORANDUM OF MASTER PLAN PERMIT FOR THE KAIĀULU 'O KAKA'AKO MASTER PLAN by and between the TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, "KS", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, "HCDA", is dated October 27, 2009, recorded as Document No. 2010-012595; re: development of certain KS lands in Kaka'ako, for a term of fifteen years from September 2, 2009, through and including September 1, 2024.

   MEMORANDUM OF DECISION AND ORDER RE: MASTER PLAN PERMIT, FILE NO. PL MASP 13.2.8 dated October 15, 2021, recorded as Document No. A-79630719.

5. The terms and provisions contained in unrecorded MASTER PLAN DEVELOPMENT AGREEMENT dated October 6, 2009, executed pursuant to said Order adopted September 2, 2009.

   A MEMORANDUM OF MASTER PLAN DEVELOPMENT AGREEMENT FOR THE KAIĀULU 'O KAKA'AKO MASTER PLAN by and between the TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, "KS," and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, "HCDA," is dated October 27, 2009, recorded as Document No. 2010-012596.

6. The terms and provisions contained in unrecorded OPTION, PURCHASE AND SALE AGREEMENT dated as of January 21, 2022, for a term commencing as of July 20, 2022 and shall expire as of the earliest to occur of (i) July 20, 2026, (ii) the closing under the Option Agreement, or (iii) the date the Option Agreement is terminated in accordance with its terms.

   A MEMORANDUM OF OPTION, PURCHASE AND SALE AGREEMENT by and between the TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, "Seller," and KOBAYASHI GROUP LLC, a Hawai'i limited liability company, "Buyer," is dated January 21, 2022, recorded as Document No. A-81470436.

The interest of KOBAYASHI GROUP LLC, a Hawai'i limited liability company, was assigned to 888 ALIA OWNER, L.P., a Delaware limited liability partnership, by an unrecorded instrument dated May 23, 2024, as evidenced by NOTICE OF ASSIGNMENT dated May 23, 2024 and recorded as Document No. A-89420316.

7. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "ĀLIA AT 888 ALA MOANA"
DATED	:	November 15, 2022
RECORDED	:	Document No. A-83600884
Map	:	6437, and any amendment thereto

Joinder given by the Trustees of the Estate of Bernice Pauahi Bishop by instrument dated November 15, 2022, recorded as Document No. A-83600885.

ASSIGNMENT OF DEVELOPER'S RESERVED RIGHTS BY 888 ĀLIA LLC, a Delaware limited liability company, as Assignor, and 888 ALIA OWNER, L.P., a Delaware limited partnership, as Assignee, dated May 23, 2024, and recorded as Document No. A-894200318.

Said above Declaration was amended by instrument dated May 23, 2024, recorded as Document No. A-89420319.

8. The terms and provisions contained in the following:

INSTRUMENT	:	BYLAWS OF THE ASSOCIATION OF UNIT OWNERS
DATED	:	November 15, 2022
RECORDED	:	Document No. A-83600886

Consent given by the Trustees of the Estate of Bernice Pauahi Bishop by instrument dated November 15, 2022, recorded as Document No. A-83600887.

ASSIGNMENT OF DEVELOPER'S RESERVED RIGHTS BY 888 ALIA LLC, a Delaware limited liability company, as Assignor, and 888 ALIA OWNER, L.P., a Delaware limited partnership, as Assignee, dated May 23, 2024, and recorded as Document No. A-894200318.

Said above Bylaws were amended by instrument dated May 23, 2024, recorded as Document No. A-89420320.

9. Historic properties findings mentioned in the DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA, dated November 15, 2022, recorded as Document No. A-83600884.

10. The terms and provisions contained in unrecorded FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER FOR A PLANNED DEVELOPMENT PERMIT adopted on September 7, 2022 by the Kaka'ako members of the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii.

A MEMORANDUM OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER by KOBAYASHI GROUP LLC, a Hawaii limited liability company, is dated August 15, 2023, recorded as Document No. A-86270583

Said above Memorandum was amended by instrument dated May 23, 2024, recorded as Document No. A-89420317.

[See discussion in Section B.5 on page 1f of this Public Report]

11. Any rights or interests which may exist or arise by reason of the following facts referenced on ALTA/NSPS Survey prepared by Michael A. Hoffman, Land Surveyor, with Terramark, dated August 21, 2023, las revised January 22, 2024, Job No. 20235484:

    (A) Vault extends up to 0.2' northerly into the subject property.

    (B) Vault extends up to 0.5' easterly into the subject property.

    (C) Archaeological preserve.

    (D) 15'-0" front yard setback.

    (E) 40'-0" podium setback.

    (F) 75'-0" tower setback.

12. Any unrecorded leases and matters arising from or affecting the same.

EXHIBIT "G"

RESERVED RIGHTS OF DEVELOPER

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

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

DECLARATION

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

B. **RESERVED RIGHT TO ALTER, SUBDIVIDE AND CONSOLIDATE UNITS AND/OR CONSTRUCT IMPROVEMENTS WITHIN SAID UNITS AND/OR THEIR LIMITED COMMON ELEMENTS**. Pursuant to Section XX of the Declaration, to and until December 31, 2042, Developer will have the reserved right, without obtaining the approval of any party with an interest in the Project, including any other Owner and/or mortgagee, to: (1) alter the floor plan of any Unit which it owns at any time, and in any manner Developer deems appropriate, in its absolute discretion, provided that the Common Interest appurtenant to the Development Unit shall not change; (2) cause the subdivision of any Unit which it owns at any time to create two or more Units provided that the total Common Interest appurtenant to the newly-created Units shall equal the Common Interest appurtenant to the original Unit; (3) cause the consolidation of any Units which it owns at any time; (4) convert certain portions of any existing Unit to Limited Common Element status or from Unit Limited Common Element or Residential Limited Common Element or Commercial Limited Common Element status to Unit area to facilitate any subdivision or consolidation; and (5) recalculate the Common Interest appurtenant to each Unit upon such subdivision and/or consolidation; provided that the total Common Interest appurtenant to the newly-created Units shall equal the Common Interest appurtenant to the original Unit.

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

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

E. **RESERVED RIGHT TO INSTALL, MODIFY, RELOCATE, AND RECONFIGURE LIMITED COMMON ELEMENT STORAGE LOCKERS AND STORAGE ROOMS**. Pursuant to Section

XXIII of the Declaration, to and until December 31, 2042, Developer will have the reserved right to (a) install Limited Common Element storage lockers and storage rooms within the Residential Limited Common Elements and designate such storage lockers and storage rooms as Residential Unit Limited Common Elements, and (b) modify, relocate, and reconfigure all or certain Residential Unit Limited Common Element storage lockers and storage rooms appurtenant to Units owned by Developer.

F. **RESERVED RIGHT TO INSTALL PARKING STACKERS AND SELL OR LEASE PARKING STACKER STALLS.** Pursuant to Section XXIV of the Declaration, to and until December 31, 2042, Developer will have the reserved right to install, maintain, repair, replace, and approve of parking stackers within the Residential Limited Common Elements and the Residential Unit Limited Common Elements and designate such parking stacker stalls as Residential Unit Limited Common Elements; subject to any applicable building codes, zoning laws, ordinances, or other governmental requirements. Developer will further have the reserved right to sell or lease the parking stacker stalls to Unit Owners.

G. **RESERVED RIGHT TO INSTALL DEVELOPER'S SIGNAGE.** Pursuant to Section XXV of the Declaration, to and until December 31, 2042, Developer will have the reserved right to install, maintain, repair, replace, and approve of (from time to time) directional signage within the street level of the Project, identity signage, and canopy signage, and other signage within the Residential Limited Common Elements; subject to any zoning laws or other governmental requirements. Notwithstanding anything herein provided to the contrary, any and all names and signage used at and/or located in the Project shall not (a) use any word or words from the Hawaiian language that contains a culturally inappropriate use of the Hawaiian word or words, or (b) contain a Hawaiian word or words that are substantially similar in spelling or pronunciation to a word or words that would be culturally inappropriate.

H. **RESERVED RIGHT TO MODIFY PROJECT AND TO AMEND CONDOMINIUM DOCUMENTS.** Pursuant to Section XXVI of the Declaration, to and until December 31, 2042, Developer will have the reserved right to effect such modifications to Units and Common Elements in the Project and/or to execute, record, and deliver any amendments to the Condominium Documents promulgated hereunder, as may be necessary or appropriate to effect compliance by the Project, the Association, or Developer, with laws which apply to the Project, including, but not limited to, the Permit, FHA, and ADA, and any rules and regulations promulgated thereunder, or as may be required by the Commission, by any title insurance company issuing title insurance on the Project or any of the Units, by any institutional Lender lending funds secured by the Project or any of the Units, or by any governmental agency.

I. **RESERVED RIGHT TO CONVERT LIMITED COMMON ELEMENTS TO UNITS.** Pursuant to Section XXVII of the Declaration, to and until December 31, 2042, Developer will have the right, without obtaining the approval of any party with an interest in the Project, including any other Owner and/or mortgagee, to convert a Unit Limited Common Element appurtenant to a Unit owned by Developer or Developer's successors, assigns or affiliates, or any portion thereof, into a separate Unit of the Project or to add to area of a Unit. Developer will have the reserved right to designate certain Unit Limited Common Elements of the Project as Unit Limited Common Elements appurtenant to the newly-created Unit; provided that there is no material adverse effect on the remainder of the Project.

J. **RESERVED RIGHT TO RECHARACTERIZE AND REDESIGNATE LIMITED COMMON ELEMENTS AND/OR CHANGE THE USE THEREOF.** Pursuant to Section XXVIII of the Declaration, to and until December 31, 2042, Developer will have the reserved right, to amend the Declaration to (a) recharacterize all or a portion of certain Limited Common Elements solely appurtenant to a Unit or Units owned by Developer or Residential Limited Common Elements, if all Residential Units are owned by Developer, as being Common Elements of the Project, thus giving up or waiving the exclusive use of such area or areas; (b) redesignate all or a portion of certain Limited Common Elements solely appurtenant to any Unit owned by Developer to another Unit or Units, or as Residential Limited Common Elements or Commercial Limited Common Elements, as applicable; provided that any Limited Common Element redesignation to Commercial Limited Common Element or Commercial Unit Limited Common Element shall be subject to the approval of the Commercial Unit Owner(s) to which the Commercial Limited Common Element or Commercial Unit Limited Common Element is being redesignated to; (c) redesignate a portion of the Residential Limited Common Element, if all Residential Units are owned by Developer, as Unit Limited Common Elements solely appurtenant to a Unit or Units owned by Developer;

and/or (d) change the use of any Limited Common Element solely appurtenant to any Unit owned by Developer. Upon recharacterization of any Limited Common Element to Common Element of the Project, the Association shall be required to maintain such areas at its expense for the benefit of all Owners, and the cost of maintaining such areas shall be assessed to all Owners as a Common Expense.

K. **RESERVED RIGHT TO CONVEY PROPERTY TO THE ASSOCIATION.** Pursuant to Section XXIX of the Declaration, to and until December 31, 2042, Developer will have the reserved right, but not the obligation, without joinder or consent of any person, the Board, or any Owners or their mortgagees, to convey to the Association, and the Association shall accept, title to any property owned by Developer or Developer's successors, assigns or Developer Affiliates, together with the responsibility to perform any and all duties associated therewith.

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

M. **RESERVED RIGHT TO CONSOLIDATE, SUBDIVIDE, AND WITHDRAW LAND.** Pursuant to Section XXXI of the Declaration, to and until December 31, 2042, Developer will have the reserved right to (i) consolidate the Land with another parcel(s) of land; (ii) subdivide the Land to create separate parcels of land; and/or (iii) withdraw certain subdivided lots from the operation of the Declaration and convey or cause the conveyance of said withdrawn subdivided lots to itself or to a third-party as it deems appropriate.

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

O. **RESERVED RIGHT TO ENTER INTO AGREEMENTS WITH BICYCLE SHARING ENTITY.** Pursuant to Section XXXIII of the Declaration, to and until December 31, 2042, Developer will have the reserved right to select and contract with a County bicycle sharing partner or entity for a bike share station to be located on a publicly-accessible portion of the Project in accordance with the Permit. Such right shall include a perpetual right and easement over the Project to install and operate, or provide for the installation and operation of, said bike share station and to grant easements for such purposes, upon such terms and conditions as Developer may determine in its discretion.

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

Q. **RESERVED RIGHTS REGARDING STATE, COUNTY, AND HCDA REQUIREMENTS, PERMITS, AND DEVELOPMENT AGREEMENTS AND TO SUBDIVIDE, WITHDRAW, AND DEDICATE A PORTION OF THE LAND FOR ROAD WIDENING.** Pursuant to Section XXXV of the Declaration, to and until December 31, 2042, Developer will have the reserved right to: (i) amend the Condominium Documents, to satisfy all State and County requirements or HCDA Agreements, permits, and/or

entitlements; (ii) secure any other governmental permits, approvals, or agreements or amend or supplement any existing governmental permits, approvals, or agreements; (iii) enter into any agreements, including, but not limited to, declaring and subjecting the Land and Improvements to restrictive covenants; (iv) designate and grant easements; (v) subdivide and withdraw from the Project a portion of the Land that runs along Ala Moana Boulevard and dedicate it to the State to fulfill County and State road widening requirements; (vi) revise the budget and/or Common Expenses and implement fees for the landscaping, maintenance, and upkeep of the dedicated portion until the State performs any actual road widening to include the dedicated portion and affirmatively accepts responsibility for maintaining the dedicated portion; and (vii) do all things necessary or convenient to satisfy the requirements of any land use approvals or other permits pertaining to the Project issued by the State or County, or to comply with any agreements with, or covenants imposed by, HCDA, as the same may be amended or modified, and to execute, record, and deliver any and all documents necessary to effect the same, including, but not limited to, any necessary amendments to the Declaration and the Condominium Map.

Developer further will have the reserved right to install, repair, maintain, remove and/or replace art murals on the portion of the Common Elements consisting of the exterior wall of the Parking Structure facing Auahi Street in furtherance of any applicable requirements under the Permit; provided, however, that the design of any art mural shall be subject to Landowner's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed, and will be granted as long as the design of the mural is consistent with other murals in the area subject to the Kaiāulu 'o Kaka'ako Master Plan and the mural does not depict images of any of the following: nudity/ sexually explicit materials; consumption or use of alcohol, drug, and/or tobacco products; promotion or publicizing any illegal activities; profanities or obscene gestures; violence, gore, carnage; trademarked or business/organizational logos; political messages; Landowner's name, marks, and images; and religious imagery. Landowner may not assign its approval rights except to the Master Association on written notice to Developer (or the Association through the Board if applicable).

R. **RESERVED RIGHT TO ANNEX LAND INTO THE KAIĀULU 'O KAKA'AKO MASTER PLAN AND CHARTER AND SUBORDINATE CONDOMINIUM DECLARATION, BYLAWS AND CONDOMINIUM MAP.** Pursuant to Section XXXVI of the Declaration, to and until December 31, 2042, Developer will have the reserved right to effect the right of Landowner and their successors and assigns, as the "Founder" under the Master Charter, to annex and submit the Land, to the Master Charter. Upon the recordation of such annexation at said Bureau, the Declaration, the Bylaws and the Condominium Map shall be subordinated to the Master Charter and the Master Bylaws.

Developer will have the reserved the right to amend the Declaration and Condominium Map to effect the right of Landowner to annex the Land into the Master Charter and Master Bylaws, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other persons, execute and file amendments to the Declaration, Bylaws and Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers or privileges reserved to Developer.

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

BYLAWS

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

HOUSE RULES

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

* * * * *

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL OF THE RIGHTS RESERVED BY THE DEVELOPER UNDER THE CONDOMINIUM DOCUMENTS. WHILE THIS SUMMARY IS A GENERAL SUMMARY OF SOME OF SUCH RESERVED RIGHTS, PURCHASER SHOULD REFER TO THE CONDOMINIUM DOCUMENTS TO DETERMINE THE ACTUAL RIGHTS RESERVED BY THE DEVELOPER. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONDOMINIUM DOCUMENTS, THE CONDOMINIUM DOCUMENTS WILL CONTROL.

EXHIBIT "H"

ESTIMATED BUDGET AND INITIAL MAINTENANCE FEES

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

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

EACH UNIT OWNER WILL BE REQUIRED TO PAY KAIĀULU 'O KAKA'AKO OWNERS ASSOCIATION, INC. ASSESSMENTS AND HCDA DISTRICT-WIDE IMPROVEMENT ASSESSMENTS.

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

Maintenance fees shall commence for the Residential Unit Owners as set forth in Section 6, item 1 of the public report.

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 Alia at 888 Ala Moana condominium project (the "Project") to act as the Managing Agent for the management and administration of the Project.

2. The project is located in a Flood Zone and as such, federal flood insurance is required for the Project and/or individual units in the Project. The Developer has informed Hawaiiana Management Company, Ltd. that it intends to obtain a FEMA Special Exemption given the minimal value situated below the flood elevation. The budget has been prepared assuming that the FEMA Special Exemption shall be approved. If said Special Exemption is not approved, then the Association may be required to purchase Federal Flood Insurance which could significantly affect the monthly maintenance fees.

3. Attached hereto is a true and correct copy of the projected budget for the Project. The estimates contained therein, including the maintenance fee assessments and disbursements, are based upon and in reliance on the assumptions, expense and income data provided by the Developer along with information gathered by the Managing Agent from projects of comparable size and character. The estimated figures do not account for inflation, market adjustments, future utility rate changes, future insurance premium rate changes or other unanticipated events, including but not limited to, acts of government, acts of God, terrorism or war. In addition, the projected budget is based upon and in reliance on discussions with the Developer.

4. I hereby certify that the breakdown of the annual maintenance charges and the monthly estimated cost for each unit in the Project, as attached hereto and hereby incorporated herein by reference, were determined in accordance with Section 514B-148 of the Hawaii Revised Statutes and Chapter 107 of the Hawaii Administrative Rules, and that the Managing Agent made a good faith effort to calculate such estimates for the one-year period commencing May 2, 2024 based on generally accepted accounting principles.

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

6. The Budget has been prepared on a cash basis.

7. The estimated maintenance fees do not include Buyer's obligation for payment of electricity charges.

DATED: Honolulu, Hawaii, this 2nd day of May 2024.

Name: JON MCKENNA
Title: PRESIDENT

Subscribed and sworn to before me
this 2nd day of May, 2024.

State of Hawaii
City & County of Honolulu

Date: May 02, 2024 # of Pages: 13

Doc. Description: Certificate of Managing Agent & Estimated Annual Disbursements for: Alia at 888 Ala Moana

CHERRY B. LAZARO NOTARY 02-259 PUBLIC STATE OF HAWAII

Notary Signature
Name: Cherry B. Lazaro

No. & Expiration: 02-259 June 9, 2026
First Circuit, State of Hawaii

NOTARY CERTIFICATION

1474789.1
22594/8/745978.2

2024 Residential Maintenance Fees

Unit #	Common Interest %	Residential Class %	2024 Monthly Res Maint Fee	2024 Annual Maint Fee
181	0.20428900%	0.20571300%	1,170.54	14,046.48
182	0.20428900%	0.20571300%	1,170.54	14,046.48
183	0.20428900%	0.20571300%	1,170.54	14,046.48
184	0.20428900%	0.20571300%	1,170.54	14,046.48
185	0.20428900%	0.20571300%	1,170.54	14,046.48
186	0.20428900%	0.20571300%	1,170.54	14,046.48
287	0.10467300%	0.10540300%	599.76	7,197.12
288	0.10995100%	0.11071700%	630.00	7,559.97
289	0.10467300%	0.10540300%	599.76	7,197.12
290	0.10995100%	0.11071700%	630.00	7,559.97
291	0.10467300%	0.10540300%	599.76	7,197.12
292	0.10995100%	0.11071700%	630.00	7,559.97
293	0.10467300%	0.10540300%	599.76	7,197.12
294	0.10995100%	0.11071700%	630.00	7,559.97
295	0.10841100%	0.10916700%	621.18	7,454.13
296	0.08598100%	0.08658100%	492.66	5,911.92
387	0.10467300%	0.10540300%	599.76	7,197.12
388	0.10995100%	0.11071700%	630.00	7,559.97
389	0.10467300%	0.10540300%	599.76	7,197.12
390	0.10995100%	0.11071700%	630.00	7,559.97
391	0.10467300%	0.10540300%	599.76	7,197.12
392	0.10995100%	0.11071700%	630.00	7,559.97
393	0.10467300%	0.10540300%	599.76	7,197.12
394	0.10995100%	0.11071700%	630.00	7,559.97
395	0.10841100%	0.10916700%	621.18	7,454.13
396	0.08598100%	0.08658100%	492.66	5,911.92
487	0.10467300%	0.10540300%	599.76	7,197.12
488	0.10995100%	0.11071700%	630.00	7,559.97
489	0.10467300%	0.10540300%	599.76	7,197.12
490	0.10995100%	0.11071700%	630.00	7,559.97
491	0.10467300%	0.10540300%	599.76	7,197.12
492	0.10995100%	0.11071700%	630.00	7,559.97
493	0.10467300%	0.10540300%	599.76	7,197.12
494	0.10995100%	0.11071700%	630.00	7,559.97
495	0.10841100%	0.10916700%	621.18	7,454.13
496	0.08598100%	0.08658100%	492.66	5,911.92
587	0.10467300%	0.10540300%	599.76	7,197.12
588	0.10995100%	0.11071700%	630.00	7,559.97
589	0.10467300%	0.10540300%	599.76	7,197.12
590	0.10995100%	0.11071700%	630.00	7,559.97
591	0.10467300%	0.10540300%	599.76	7,197.12
592	0.10995100%	0.11071700%	630.00	7,559.97
593	0.10467300%	0.10540300%	599.76	7,197.12
594	0.10995100%	0.11071700%	630.00	7,559.97
595	0.10841100%	0.10916700%	621.18	7,454.13
596	0.08598100%	0.08658100%	492.66	5,911.92
600	0.27157800%	0.27347200%	1,556.10	18,673.19
601	0.25244700%	0.25420700%	1,446.48	17,357.74
602	0.20472800%	0.20615600%	1,173.06	14,076.73
609	0.25222700%	0.25398600%	1,445.22	17,342.65
610	0.34766400%	0.35008900%	1,992.06	23,904.75
611	0.16800500%	0.16917600%	962.64	11,551.66
613	0.21090100%	0.21239000%	1,208.53	14,502.40
700	0.27157800%	0.27347200%	1,556.10	18,673.19

2024 Residential Maintenance Fees

Unit #	Common Interest %	Residential Class %	2024 Monthly Res Maint Fee	2024 Annual Maint Fee
701	0.25244700%	0.25420700%	1,446.48	17,357.74
702	0.20472800%	0.20615600%	1,173.06	14,076.73
703	0.31555900%	0.31775900%	1,808.10	21,697.19
705	0.16734500%	0.16851200%	958.86	11,506.32
706	0.13567900%	0.13662500%	777.42	9,329.02
707	0.25244700%	0.25420700%	1,446.48	17,357.74
708	0.21330400%	0.21479200%	1,222.20	14,666.41
709	0.25222700%	0.25398600%	1,445.22	17,342.65
710	0.34766400%	0.35008900%	1,992.06	23,904.75
711	0.16800500%	0.16917600%	962.64	11,551.66
713	0.21088600%	0.21235600%	1,208.34	14,500.08
800	0.27157800%	0.27347200%	1,556.10	18,673.19
801	0.25244700%	0.25420700%	1,446.48	17,357.74
802	0.20472800%	0.20615600%	1,173.06	14,076.73
803	0.31555900%	0.31775900%	1,808.10	21,697.19
805	0.16734500%	0.16851200%	958.86	11,506.32
806	0.13567900%	0.13662500%	777.42	9,329.02
807	0.25244700%	0.25420700%	1,446.48	17,357.74
808	0.21330400%	0.21479200%	1,222.20	14,666.41
809	0.25222700%	0.25398600%	1,445.22	17,342.65
811	0.16800500%	0.16917600%	962.64	11,551.66
812	0.34766400%	0.35008900%	1,992.06	23,904.75
813	0.21088600%	0.21235600%	1,208.34	14,500.08
900	0.27157800%	0.27347200%	1,556.10	18,673.19
901	0.25244700%	0.25420700%	1,446.48	17,357.74
902	0.20472800%	0.20615600%	1,173.06	14,076.73
903	0.31555900%	0.31775900%	1,808.10	21,697.19
905	0.16734500%	0.16851200%	958.86	11,506.32
906	0.13567900%	0.13662500%	777.42	9,329.02
907	0.25244700%	0.25420700%	1,446.48	17,357.74
908	0.21330400%	0.21479200%	1,222.20	14,666.41
909	0.25222700%	0.25398600%	1,445.22	17,342.65
910	0.34766400%	0.35008900%	1,992.06	23,904.75
911	0.16800500%	0.16917600%	962.64	11,551.66
913	0.21088600%	0.21235600%	1,208.34	14,500.08
1000	0.27157800%	0.27347200%	1,556.10	18,673.19
1001	0.25244700%	0.25420700%	1,446.48	17,357.74
1002	0.20472800%	0.20615600%	1,173.06	14,076.73
1003	0.31555900%	0.31775900%	1,808.10	21,697.19
1005	0.16734500%	0.16851200%	958.86	11,506.32
1006	0.13567900%	0.13662500%	777.42	9,329.02
1007	0.25244700%	0.25420700%	1,446.48	17,357.74
1008	0.21330400%	0.21479200%	1,222.20	14,666.41
1009	0.25222700%	0.25398600%	1,445.22	17,342.65
1011	0.16800500%	0.16917600%	962.64	11,551.66
1012	0.34766400%	0.35008900%	1,992.06	23,904.75
1013	0.21088600%	0.21235600%	1,208.34	14,500.08
1100	0.27157800%	0.27347200%	1,556.10	18,673.19
1101	0.25244700%	0.25420700%	1,446.48	17,357.74
1102	0.20472800%	0.20615600%	1,173.06	14,076.73
1103	0.31555900%	0.31775900%	1,808.10	21,697.19
1105	0.16734500%	0.16851200%	958.86	11,506.32
1106	0.13567900%	0.13662500%	777.42	9,329.02
1107	0.25244700%	0.25420700%	1,446.48	17,357.74
1108	0.21330400%	0.21479200%	1,222.20	14,666.41

2024 Residential Maintenance Fees

Unit #	Common Interest %	Residential Class %	2024 Monthly Res Maint Fee	2024 Annual Maint Fee
1109	0.25222700%	0.25398600%	1,445.22	17,342.65
1110	0.34766400%	0.35008900%	1,992.06	23,904.75
1111	0.16800500%	0.16917600%	962.64	11,551.66
1113	0.21088600%	0.21235600%	1,208.34	14,500.08
1200	0.27157800%	0.27347200%	1,556.10	18,673.19
1201	0.25244700%	0.25420700%	1,446.48	17,357.74
1202	0.20472800%	0.20615600%	1,173.06	14,076.73
1203	0.31555900%	0.31775900%	1,808.10	21,697.19
1205	0.16734500%	0.16851200%	958.86	11,506.32
1206	0.13567900%	0.13662500%	777.42	9,329.02
1207	0.25244700%	0.25420700%	1,446.48	17,357.74
1208	0.21330400%	0.21479200%	1,222.20	14,666.41
1209	0.25222700%	0.25398600%	1,445.22	17,342.65
1211	0.16800500%	0.16917600%	962.64	11,551.66
1212	0.34766400%	0.35008900%	1,992.06	23,904.75
1213	0.21088600%	0.21235600%	1,208.34	14,500.08
1300	0.27157800%	0.27347200%	1,556.10	18,673.19
1301	0.25244700%	0.25420700%	1,446.48	17,357.74
1302	0.20472800%	0.20615600%	1,173.06	14,076.73
1303	0.31555900%	0.31775900%	1,808.10	21,697.19
1305	0.16734500%	0.16851200%	958.86	11,506.32
1306	0.13567900%	0.13662500%	777.42	9,329.02
1307	0.25244700%	0.25420700%	1,446.48	17,357.74
1308	0.21330400%	0.21479200%	1,222.20	14,666.41
1309	0.25222700%	0.25398600%	1,445.22	17,342.65
1310	0.34766400%	0.35008900%	1,992.06	23,904.75
1311	0.16800500%	0.16917600%	962.64	11,551.66
1313	0.21088600%	0.21235600%	1,208.34	14,500.08
1400	0.27157800%	0.27347200%	1,556.10	18,673.19
1401	0.25244700%	0.25420700%	1,446.48	17,357.74
1402	0.20472800%	0.20615600%	1,173.06	14,076.73
1403	0.31555900%	0.31775900%	1,808.10	21,697.19
1405	0.16734500%	0.16851200%	958.86	11,506.32
1406	0.13567900%	0.13662500%	777.42	9,329.02
1407	0.25244700%	0.25420700%	1,446.48	17,357.74
1408	0.21330400%	0.21479200%	1,222.20	14,666.41
1409	0.25222700%	0.25398600%	1,445.22	17,342.65
1411	0.16800500%	0.16917600%	962.64	11,551.66
1412	0.34766400%	0.35008900%	1,992.06	23,904.75
1413	0.21088600%	0.21235600%	1,208.34	14,500.08
1500	0.27157800%	0.27347200%	1,556.10	18,673.19
1501	0.25244700%	0.25420700%	1,446.48	17,357.74
1502	0.20472800%	0.20615600%	1,173.06	14,076.73
1503	0.31555900%	0.31775900%	1,808.10	21,697.19
1505	0.16734500%	0.16851200%	958.86	11,506.32
1506	0.13567900%	0.13662500%	777.42	9,329.02
1507	0.25244700%	0.25420700%	1,446.48	17,357.74
1508	0.21330400%	0.21479200%	1,222.20	14,666.41
1509	0.25222700%	0.25398600%	1,445.22	17,342.65
1510	0.34766400%	0.35008900%	1,992.06	23,904.75
1511	0.16800500%	0.16917600%	962.64	11,551.66
1513	0.21088600%	0.21235600%	1,208.34	14,500.08
1600	0.27157800%	0.27347200%	1,556.10	18,673.19
1601	0.25244700%	0.25420700%	1,446.48	17,357.74
1602	0.20472800%	0.20615600%	1,173.06	14,076.73

2024 Residential Maintenance Fees

Unit #	Common Interest %	Residential Class %	2024 Monthly Res Maint Fee	2024 Annual Maint Fee
1603	0.31555900%	0.31775900%	1,808.10	21,697.19
1605	0.16734500%	0.16851200%	958.86	11,506.32
1606	0.13567900%	0.13662500%	777.42	9,329.02
1607	0.25244700%	0.25420700%	1,446.48	17,357.74
1608	0.21330400%	0.21479200%	1,222.20	14,666.41
1609	0.25222700%	0.25398600%	1,445.22	17,342.65
1611	0.16800500%	0.16917600%	962.64	11,551.66
1612	0.34766400%	0.35008900%	1,992.06	23,904.75
1613	0.21088600%	0.21235600%	1,208.34	14,500.08
1700	0.27157800%	0.27347200%	1,556.10	18,673.19
1701	0.25244700%	0.25420700%	1,446.48	17,357.74
1702	0.20472800%	0.20615600%	1,173.06	14,076.73
1703	0.31555900%	0.31775900%	1,808.10	21,697.19
1705	0.16734500%	0.16851200%	958.86	11,506.32
1706	0.13567900%	0.13662500%	777.42	9,329.02
1707	0.25244700%	0.25420700%	1,446.48	17,357.74
1708	0.21330400%	0.21479200%	1,222.20	14,666.41
1709	0.25222700%	0.25398600%	1,445.22	17,342.65
1710	0.34766400%	0.35008900%	1,992.06	23,904.75
1711	0.16800500%	0.16917600%	962.64	11,551.66
1713	0.21088600%	0.21235600%	1,208.34	14,500.08
1800	0.27157800%	0.27347200%	1,556.10	18,673.19
1801	0.25244700%	0.25420700%	1,446.48	17,357.74
1802	0.20472800%	0.20615600%	1,173.06	14,076.73
1803	0.31555900%	0.31775900%	1,808.10	21,697.19
1805	0.16734500%	0.16851200%	958.86	11,506.32
1806	0.13567900%	0.13662500%	777.42	9,329.02
1807	0.25244700%	0.25420700%	1,446.48	17,357.74
1808	0.21330400%	0.21479200%	1,222.20	14,666.41
1809	0.25222700%	0.25398600%	1,445.22	17,342.65
1811	0.16800500%	0.16917600%	962.64	11,551.66
1812	0.34766400%	0.35008900%	1,992.06	23,904.75
1813	0.21088600%	0.21235600%	1,208.34	14,500.08
1900	0.27157800%	0.27347200%	1,556.10	18,673.19
1901	0.25244700%	0.25420700%	1,446.48	17,357.74
1902	0.20472800%	0.20615600%	1,173.06	14,076.73
1903	0.31555900%	0.31775900%	1,808.10	21,697.19
1905	0.16734500%	0.16851200%	958.86	11,506.32
1906	0.13567900%	0.13662500%	777.42	9,329.02
1907	0.25244700%	0.25420700%	1,446.48	17,357.74
1908	0.21330400%	0.21479200%	1,222.20	14,666.41
1909	0.25222700%	0.25398600%	1,445.22	17,342.65
1910	0.34766400%	0.35008900%	1,992.06	23,904.75
1911	0.16800500%	0.16917600%	962.64	11,551.66
1913	0.21088600%	0.21235600%	1,208.34	14,500.08
2000	0.27157800%	0.27347200%	1,556.10	18,673.19
2001	0.25244700%	0.25420700%	1,446.48	17,357.74
2002	0.20472800%	0.20615600%	1,173.06	14,076.73
2003	0.31555900%	0.31775900%	1,808.10	21,697.19
2005	0.16734500%	0.16851200%	958.86	11,506.32
2006	0.13567900%	0.13662500%	777.42	9,329.02
2007	0.25244700%	0.25420700%	1,446.48	17,357.74
2008	0.21330400%	0.21479200%	1,222.20	14,666.41
2009	0.25222700%	0.25398600%	1,445.22	17,342.65
2011	0.16800500%	0.16917600%	962.64	11,551.66

5/2/2024

2024 Residential Maintenance Fees

Alia at 888 Ala Moana
Residential Units

Unit #	Common Interest %	Residential Class %	2024 Monthly Res Maint Fee	2024 Annual Maint Fee
2012	0.34766400%	0.35008900%	1,992.06	23,904.75
2013	0.21088600%	0.21235600%	1,208.34	14,500.08
2100	0.27157800%	0.27347200%	1,556.10	18,673.19
2101	0.25244700%	0.25420700%	1,446.48	17,357.74
2102	0.20472800%	0.20615600%	1,173.06	14,076.73
2103	0.31555900%	0.31775900%	1,808.10	21,697.19
2105	0.16734500%	0.16851200%	958.86	11,506.32
2106	0.13567900%	0.13662500%	777.42	9,329.02
2107	0.25244700%	0.25420700%	1,446.48	17,357.74
2108	0.21330400%	0.21479200%	1,222.20	14,666.41
2109	0.25222700%	0.25398600%	1,445.22	17,342.65
2110	0.34766400%	0.35008900%	1,992.06	23,904.75
2111	0.16800500%	0.16917600%	962.64	11,551.66
2113	0.21088600%	0.21235600%	1,208.34	14,500.08
2200	0.27157800%	0.27347200%	1,556.10	18,673.19
2201	0.25244700%	0.25420700%	1,446.48	17,357.74
2202	0.20472800%	0.20615600%	1,173.06	14,076.73
2203	0.31555900%	0.31775900%	1,808.10	21,697.19
2205	0.16734500%	0.16851200%	958.86	11,506.32
2206	0.13567900%	0.13662500%	777.42	9,329.02
2207	0.25244700%	0.25420700%	1,446.48	17,357.74
2208	0.21330400%	0.21479200%	1,222.20	14,666.41
2209	0.25222700%	0.25398600%	1,445.22	17,342.65
2211	0.16800500%	0.16917600%	962.64	11,551.66
2212	0.34766400%	0.35008900%	1,992.06	23,904.75
2213	0.21088600%	0.21235600%	1,208.34	14,500.08
2300	0.27157800%	0.27347200%	1,556.10	18,673.19
2301	0.25244700%	0.25420700%	1,446.48	17,357.74
2302	0.20472800%	0.20615600%	1,173.06	14,076.73
2303	0.31555900%	0.31775900%	1,808.10	21,697.19
2305	0.16734500%	0.16851200%	958.86	11,506.32
2306	0.13567900%	0.13662500%	777.42	9,329.02
2307	0.25244700%	0.25420700%	1,446.48	17,357.74
2308	0.21330400%	0.21479200%	1,222.20	14,666.41
2309	0.25222700%	0.25398600%	1,445.22	17,342.65
2310	0.34766400%	0.35008900%	1,992.06	23,904.75
2311	0.16800500%	0.16917600%	962.64	11,551.66
2313	0.21088600%	0.21235600%	1,208.34	14,500.08
2400	0.27157800%	0.27347200%	1,556.10	18,673.19
2401	0.25244700%	0.25420700%	1,446.48	17,357.74
2402	0.20472800%	0.20615600%	1,173.06	14,076.73
2403	0.31555900%	0.31775900%	1,808.10	21,697.19
2405	0.16734500%	0.16851200%	958.86	11,506.32
2406	0.13567900%	0.13662500%	777.42	9,329.02
2407	0.25244700%	0.25420700%	1,446.48	17,357.74
2408	0.21330400%	0.21479200%	1,222.20	14,666.41
2409	0.25222700%	0.25398600%	1,445.22	17,342.65
2410	0.12094600%	0.12178900%	693.00	8,315.99
2411	0.16800500%	0.16917600%	962.64	11,551.66
2412	0.22100100%	0.22254200%	1,266.30	15,195.60
2413	0.21088600%	0.21235600%	1,208.34	14,500.08
2500	0.27157800%	0.27347200%	1,556.10	18,673.19
2501	0.25244700%	0.25420700%	1,446.48	17,357.74
2502	0.20472800%	0.20615600%	1,173.06	14,076.73
2503	0.31555900%	0.31775900%	1,808.10	21,697.19

2024 Residential Maintenance Fees

Unit #	Common Interest %	Residential Class %	2024 Monthly Res Maint Fee	2024 Annual Maint Fee
2505	0.16734500%	0.16851200%	958.86	11,506.32
2506	0.13567900%	0.13662500%	777.42	9,329.02
2507	0.25244700%	0.25420700%	1,446.48	17,357.74
2508	0.21330400%	0.21479200%	1,222.20	14,666.41
2509	0.25222700%	0.25398600%	1,445.22	17,342.65
2510	0.12094600%	0.12178900%	693.00	8,315.99
2511	0.16800500%	0.16917600%	962.64	11,551.66
2512	0.22100100%	0.22254200%	1,266.30	15,195.60
2513	0.21088600%	0.21235600%	1,208.34	14,500.08
2600	0.27157800%	0.27347200%	1,556.10	18,673.19
2601	0.25244700%	0.25420700%	1,446.48	17,357.74
2602	0.20472800%	0.20615600%	1,173.06	14,076.73
2603	0.31555900%	0.31775900%	1,808.10	21,697.19
2605	0.16734500%	0.16851200%	958.86	11,506.32
2606	0.13567900%	0.13662500%	777.42	9,329.02
2607	0.25244700%	0.25420700%	1,446.48	17,357.74
2608	0.21330400%	0.21479200%	1,222.20	14,666.41
2609	0.25222700%	0.25398600%	1,445.22	17,342.65
2610	0.12094600%	0.12178900%	693.00	8,315.99
2611	0.16800500%	0.16917600%	962.64	11,551.66
2612	0.22100100%	0.22254200%	1,266.30	15,195.60
2613	0.21088600%	0.21235600%	1,208.34	14,500.08
2700	0.27157800%	0.27347200%	1,556.10	18,673.19
2701	0.25244700%	0.25420700%	1,446.48	17,357.74
2702	0.20472800%	0.20615600%	1,173.06	14,076.73
2703	0.31555900%	0.31775900%	1,808.10	21,697.19
2705	0.16734500%	0.16851200%	958.86	11,506.32
2706	0.13567900%	0.13662500%	777.42	9,329.02
2707	0.25244700%	0.25420700%	1,446.48	17,357.74
2708	0.21330400%	0.21479200%	1,222.20	14,666.41
2709	0.25222700%	0.25398600%	1,445.22	17,342.65
2710	0.12094600%	0.12178900%	693.00	8,315.99
2711	0.16800500%	0.16917600%	962.64	11,551.66
2712	0.22100100%	0.22254200%	1,266.30	15,195.60
2713	0.21088600%	0.21235600%	1,208.34	14,500.08
2800	0.27157800%	0.27347200%	1,556.10	18,673.19
2801	0.25244700%	0.25420700%	1,446.48	17,357.74
2802	0.20472800%	0.20615600%	1,173.06	14,076.73
2803	0.31555900%	0.31775900%	1,808.10	21,697.19
2805	0.16734500%	0.16851200%	958.86	11,506.32
2806	0.13567900%	0.13662500%	777.42	9,329.02
2807	0.25244700%	0.25420700%	1,446.48	17,357.74
2808	0.21330400%	0.21479200%	1,222.20	14,666.41
2809	0.25222700%	0.25398600%	1,445.22	17,342.65
2810	0.12094600%	0.12178900%	693.00	8,315.99
2811	0.16800500%	0.16917600%	962.64	11,551.66
2812	0.22100100%	0.22254200%	1,266.30	15,195.60
2813	0.21088600%	0.21235600%	1,208.34	14,500.08
2900	0.27157800%	0.27347200%	1,556.10	18,673.19
2901	0.25244700%	0.25420700%	1,446.48	17,357.74
2902	0.20472800%	0.20615600%	1,173.06	14,076.73
2903	0.31555900%	0.31775900%	1,808.10	21,697.19
2905	0.16734500%	0.16851200%	958.86	11,506.32
2906	0.13567900%	0.13662500%	777.42	9,329.02
2907	0.25244700%	0.25420700%	1,446.48	17,357.74

2024 Residential Maintenance Fees

Unit #	Common Interest %	Residential Class %	2024 Monthly Res Maint Fee	2024 Annual Maint Fee
2908	0.21330400%	0.21479200%	1,222.20	14,666.41
2909	0.25222700%	0.25398600%	1,445.22	17,342.65
2910	0.12094600%	0.12178900%	693.00	8,315.99
2911	0.16800500%	0.16917600%	962.64	11,551.66
2912	0.22100100%	0.22254200%	1,266.30	15,195.60
2913	0.21088600%	0.21235600%	1,208.34	14,500.08
3000	0.27157800%	0.27347200%	1,556.10	18,673.19
3001	0.25244700%	0.25420700%	1,446.48	17,357.74
3002	0.20472800%	0.20615600%	1,173.06	14,076.73
3003	0.31555900%	0.31775900%	1,808.10	21,697.19
3005	0.16734500%	0.16851200%	958.86	11,506.32
3006	0.13567900%	0.13662500%	777.42	9,329.02
3007	0.25244700%	0.25420700%	1,446.48	17,357.74
3008	0.21330400%	0.21479200%	1,222.20	14,666.41
3009	0.25222700%	0.25398600%	1,445.22	17,342.65
3010	0.12094600%	0.12178900%	693.00	8,315.99
3011	0.16800500%	0.16917600%	962.64	11,551.66
3012	0.22100100%	0.22254200%	1,266.30	15,195.60
3013	0.21088600%	0.21235600%	1,208.34	14,500.08
3100	0.27157800%	0.27347200%	1,556.10	18,673.19
3101	0.25244700%	0.25420700%	1,446.48	17,357.74
3102	0.20472800%	0.20615600%	1,173.06	14,076.73
3103	0.31555900%	0.31775900%	1,808.10	21,697.19
3105	0.16734500%	0.16851200%	958.86	11,506.32
3106	0.13567900%	0.13662500%	777.42	9,329.02
3107	0.25244700%	0.25420700%	1,446.48	17,357.74
3108	0.21330400%	0.21479200%	1,222.20	14,666.41
3109	0.25222700%	0.25398600%	1,445.22	17,342.65
3110	0.12094600%	0.12178900%	693.00	8,315.99
3111	0.16800500%	0.16917600%	962.64	11,551.66
3112	0.22100100%	0.22254200%	1,266.30	15,195.60
3113	0.21088600%	0.21235600%	1,208.34	14,500.08
3200	0.27157800%	0.27347200%	1,556.10	18,673.19
3201	0.25244700%	0.25420700%	1,446.48	17,357.74
3202	0.20472800%	0.20615600%	1,173.06	14,076.73
3203	0.31555900%	0.31775900%	1,808.10	21,697.19
3205	0.16734500%	0.16851200%	958.86	11,506.32
3206	0.13567900%	0.13662500%	777.42	9,329.02
3207	0.25244700%	0.25420700%	1,446.48	17,357.74
3208	0.21330400%	0.21479200%	1,222.20	14,666.41
3209	0.25222700%	0.25398600%	1,445.22	17,342.65
3210	0.12094600%	0.12178900%	693.00	8,315.99
3211	0.16800500%	0.16917600%	962.64	11,551.66
3212	0.22100100%	0.22254200%	1,266.30	15,195.60
3213	0.21088600%	0.21235600%	1,208.34	14,500.08
3300	0.27157800%	0.27347200%	1,556.10	18,673.19
3301	0.25244700%	0.25420700%	1,446.48	17,357.74
3302	0.20472800%	0.20615600%	1,173.06	14,076.73
3303	0.31555900%	0.31775900%	1,808.10	21,697.19
3305	0.16734500%	0.16851200%	958.86	11,506.32
3306	0.13567900%	0.13662500%	777.42	9,329.02
3307	0.25244700%	0.25420700%	1,446.48	17,357.74
3308	0.21330400%	0.21479200%	1,222.20	14,666.41
3309	0.25222700%	0.25398600%	1,445.22	17,342.65
3310	0.12094600%	0.12178900%	693.00	8,315.99

5/2/2024

2024 Residential Maintenance Fees

Alia at 888 Ala Moana
Residential Units

Unit #	Common Interest %	Residential Class %	2024 Monthly Res Maint Fee	2024 Annual Maint Fee
3311	0.16800500%	0.16917600%	962.64	11,551.66
3312	0.22100100%	0.22254200%	1,266.30	15,195.60
3313	0.21088600%	0.21235600%	1,208.34	14,500.08
3401	0.54315700%	0.54694400%	3,112.20	37,346.39
3402	0.20472800%	0.20615600%	1,173.06	14,076.73
3403	0.31555900%	0.31775900%	1,808.10	21,697.19
3405	0.16734500%	0.16851200%	958.86	11,506.32
3406	0.13567900%	0.13662500%	777.42	9,329.02
3407	0.25244700%	0.25420700%	1,446.48	17,357.74
3408	0.21330400%	0.21479200%	1,222.20	14,666.41
3409	0.25222700%	0.25398600%	1,445.22	17,342.65
3410	0.12094600%	0.12178900%	693.00	8,315.99
3411	0.16800500%	0.16917600%	962.64	11,551.66
3412	0.22100100%	0.22254200%	1,266.30	15,195.60
3413	0.21088600%	0.21235600%	1,208.34	14,500.08
3501	0.54315700%	0.54694400%	3,112.20	37,346.39
3502	0.20472800%	0.20615600%	1,173.06	14,076.73
3503	0.31555900%	0.31775900%	1,808.10	21,697.19
3505	0.16734500%	0.16851200%	958.86	11,506.32
3506	0.13567900%	0.13662500%	777.42	9,329.02
3507	0.25244700%	0.25420700%	1,446.48	17,357.74
3508	0.21330400%	0.21479200%	1,222.20	14,666.41
3509	0.25222700%	0.25398600%	1,445.22	17,342.65
3510	0.12094600%	0.12178900%	693.00	8,315.99
3511	0.16800500%	0.16917600%	962.64	11,551.66
3512	0.22100100%	0.22254200%	1,266.30	15,195.60
3513	0.21088600%	0.21235600%	1,208.34	14,500.08
3601	0.54315700%	0.54694400%	3,112.20	37,346.39
3602	0.20472800%	0.20615600%	1,173.06	14,076.73
3603	0.31555900%	0.31775900%	1,808.10	21,697.19
3605	0.16734500%	0.16851200%	958.86	11,506.32
3606	0.13567900%	0.13662500%	777.42	9,329.02
3607	0.25244700%	0.25420700%	1,446.48	17,357.74
3608	0.21330400%	0.21479200%	1,222.20	14,666.41
3609	0.25222700%	0.25398600%	1,445.22	17,342.65
3610	0.12094600%	0.12178900%	693.00	8,315.99
3611	0.16800500%	0.16917600%	962.64	11,551.66
3612	0.22100100%	0.22254200%	1,266.30	15,195.60
3613	0.21088600%	0.21235600%	1,208.34	14,500.08
3701	0.54315700%	0.54694400%	3,112.20	37,346.39
3702	0.20472800%	0.20615600%	1,173.06	14,076.73
3703	0.31555900%	0.31775900%	1,808.10	21,697.19
3705	0.16734500%	0.16851200%	958.86	11,506.32
3706	0.13567900%	0.13662500%	777.42	9,329.02
3707	0.25244700%	0.25420700%	1,446.48	17,357.74
3708	0.21330400%	0.21479200%	1,222.20	14,666.41
3709	0.25222700%	0.25398600%	1,445.22	17,342.65
3710	0.12094600%	0.12178900%	693.00	8,315.99
3711	0.16800500%	0.16917600%	962.64	11,551.66
3712	0.22100100%	0.22254200%	1,266.30	15,195.60
3713	0.21088600%	0.21235600%	1,208.34	14,500.08
3801	0.54315700%	0.54694400%	3,112.20	37,346.39
3802	0.20472800%	0.20615600%	1,173.06	14,076.73
3803	0.31555900%	0.31775900%	1,808.10	21,697.19
3805	0.16734500%	0.16851200%	958.86	11,506.32

5/2/2024

2024 Residential Maintenance Fees

Alia at 888 Ala Moana
Residential Units

Unit #	Common Interest %	Residential Class %	2024 Monthly Res Maint Fee	2024 Annual Maint Fee
3806	0.13567900%	0.13662500%	777.42	9,329.02
3807	0.25244700%	0.25420700%	1,446.48	17,357.74
3808	0.21330400%	0.21479200%	1,222.20	14,666.41
3809	0.25222700%	0.25398600%	1,445.22	17,342.65
3810	0.12094600%	0.12178900%	693.00	8,315.99
3811	0.16800500%	0.16917600%	962.64	11,551.66
3812	0.22100100%	0.22254200%	1,266.30	15,195.60
3813	0.21088600%	0.21235600%	1,208.34	14,500.08
3901	0.54315700%	0.54694400%	3,112.20	37,346.39
3902	0.34238700%	0.34477400%	1,961.82	23,541.83
3903	0.31555900%	0.31775900%	1,808.10	21,697.19
3905	0.16734500%	0.16851200%	958.86	11,506.32
3907	0.25244700%	0.25420700%	1,446.48	17,357.74
3908	0.21330400%	0.21479200%	1,222.20	14,666.41
3909	0.25222700%	0.25398600%	1,445.22	17,342.65
3910	0.34766400%	0.35008900%	1,992.06	23,904.75
3911	0.16800500%	0.16917600%	962.64	11,551.66
3913	0.21088600%	0.21235600%	1,208.34	14,500.08
C-1	0.69247000%			
TOTAL	**100.00%**	**100.00%**	**569,016.00**	**6,828,192.00**

2023 Commercial Maintenance Fees

Unit #	Commercial Class %	2024 Monthly Commrcl Maint Fee	2024 Annual Commrcl Maint Fee
C-1	100.000000	3060.09	36,721.08
TOTAL	**100.00**	**$3,060.09**	**36,721.08**

Alia 888 Ala Moana
Monthly Operating Budget

Description	January	February	March	April	May	June	July	August	September	October	November	December	Residential Monthly	Residential Annual	Commerical Monthly	Commerical Annual
REVENUE																
Maintenance Fees	$569,016	$569,016	$569,016	$569,016	$569,016	$569,016	$569,016	$569,016	$569,016	$569,016	$569,016	$569,016	$569,016	$6,828,192	$3,060	$36,721
Investment Interest	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
EV Charging income	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
FOB Keys	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Pet fees	$1,208	$1,208	$1,208	$1,208	$1,208	$1,208	$1,208	$1,208	$1,208	$1,208	$1,208	$1,208	$1,208	$14,490	$0	$0
Late Charges	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other Income	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Revenue	$570,224	$570,224	$570,224	$570,224	$570,224	$570,224	$570,224	$570,224	$570,224	$570,224	$570,224	$570,224	$570,224	$6,842,682	$3,060	$36,721
UTILITIES																
Electricity	$179,562	$179,562	$179,562	$179,562	$179,562	$179,562	$179,562	$179,562	$179,562	$179,562	$179,562	$179,562	$179,562	$2,154,738	$0	$0
Electrical Reimbursement	-$73,580	-$73,580	-$73,580	-$73,580	-$73,580	-$73,580	-$73,580	-$73,580	-$73,580	-$73,580	-$73,580	-$73,580	-$73,580	-$882,964	$0	$0
Television/Cable/Internet	$27,652	$27,652	$27,652	$27,652	$27,652	$27,652	$27,652	$27,652	$27,652	$27,652	$27,652	$27,652	$27,652	$331,821	$0	$0
Water	$22,123	$22,123	$22,123	$22,123	$22,123	$22,123	$22,123	$22,123	$22,123	$22,123	$22,123	$22,123	$22,123	$265,475	$0	$0
Water Reimbursement	-$16,981	-$16,981	-$16,981	-$16,981	-$16,981	-$16,981	-$16,981	-$16,981	-$16,981	-$16,981	-$16,981	-$16,981	-$16,981	-$203,773	$0	$0
Sewer	$42,793	$42,793	$42,793	$42,793	$42,793	$42,793	$42,793	$42,793	$42,793	$42,793	$42,793	$42,793	$42,793	$513,514	$0	$0
Sewer Reimbursement	$39,608	$39,608	$39,608	$39,608	$39,608	$39,608	$39,608	$39,608	$39,608	$39,608	$39,608	$39,608	$39,608	$475,296	$0	$0
Management Telephone/Internet	$1,650	$1,650	$1,650	$1,650	$1,650	$1,650	$1,650	$1,650	$1,650	$1,650	$1,650	$1,650	$1,650	$19,800	$0	$0
Subtotal	$143,610	$143,610	$143,610	$143,610	$143,610	$143,610	$143,610	$143,610	$143,610	$143,610	$143,610	$143,610	$143,610	$1,723,315	$0	$0
CONTRACT SERVICES																
Window Washing	$0	$0	$41,000	$0	$0	$41,000	$0	$0	$41,000	$0	$0	$41,000	$13,667	$164,000	$0	$0
Elevator Residential	$6,413	$6,413	$6,413	$6,413	$6,413	$6,413	$6,413	$6,413	$6,413	$6,413	$6,413	$6,413	$6,413	$76,962	$0	$0
Generator	$298	$298	$298	$298	$298	$298	$298	$298	$298	$298	$298	$298	$298	$3,577	$0	$0
Plumbing Maintenance-contract	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000	$0	$0
Mechanical Maintenance-Common Area	$0	$0	$11,998	$0	$0	$11,998	$0	$0	$11,998	$0	$0	$11,998	$3,999	$47,990	$27	$329
Roof-contract	$357	$357	$357	$357	$357	$357	$357	$357	$357	$357	$357	$357	$357	$4,284	$0	$0
Refuse	$1,727	$1,727	$1,727	$1,727	$1,727	$1,727	$1,727	$1,727	$1,727	$1,727	$1,727	$1,727	$1,727	$20,724	$0	$0
Trash Chutes contract	$721	$721	$721	$721	$721	$721	$721	$721	$721	$721	$721	$721	$721	$8,655	$0	$0
Fire Alarm Systems	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$3,713	$44,558	$0	$0
Security/IT Support	$2,850	$2,850	$2,850	$2,850	$2,850	$2,850	$2,850	$2,850	$2,850	$2,850	$2,850	$2,850	$2,850	$34,200	$0	$0
Submetering	$2,174	$2,174	$2,174	$2,174	$2,174	$2,174	$2,174	$2,174	$2,174	$2,174	$2,174	$2,174	$2,174	$26,082	$0	$0
Purchasing Hui	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$1,500	$0	$0
Subtotal	$18,879	$18,879	$71,876	$18,879	$18,879	$71,876	$18,879	$18,879	$71,876	$18,879	$18,879	$71,876	$36,544	$438,532	$27	$329
MAINTENANCE																
Carpet Cleaning	$510	$510	$510	$510	$510	$510	$510	$510	$510	$510	$510	$510	$510	$6,115	$0	$0
Cleaning Supp/Equip	$2,113	$2,113	$2,113	$2,113	$2,113	$2,113	$2,113	$2,113	$2,113	$2,113	$2,113	$2,113	$2,113	$25,354	$0	$0
Elevator (permits)	$169	$169	$169	$169	$169	$169	$169	$169	$169	$169	$169	$169	$169	$2,025	$0	$0
Grounds-Landscaping Supplies	$1,417	$1,417	$1,417	$1,417	$1,417	$1,417	$1,417	$1,417	$1,417	$1,417	$1,417	$1,417	$1,417	$17,004	$0	$0
Grounds-Tree Trimming	$436	$436	$436	$436	$436	$436	$436	$436	$436	$436	$436	$436	$436	$5,232	$0	$0
Electrical/Lighting Supplies	$2,404	$2,404	$2,404	$2,404	$2,404	$2,404	$2,404	$2,404	$2,404	$2,404	$2,404	$2,404	$2,404	$28,851	$0	$0
Mechanical Plumbing Repairs/Supplies	$1,972	$1,972	$1,972	$1,972	$1,972	$1,972	$1,972	$1,972	$1,972	$1,972	$1,972	$1,972	$1,972	$23,658	$0	$0
Common Area Pool/Spa Water feature Supplies	$2,950	$2,950	$2,950	$2,950	$2,950	$2,950	$2,950	$2,950	$2,950	$2,950	$2,950	$2,950	$2,950	$35,400	$0	$0
Paint	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$50	$600	$0	$0
Pest Control	$1,330	$1,330	$1,330	$1,330	$1,330	$1,330	$1,330	$1,330	$1,330	$1,330	$1,330	$1,330	$1,330	$15,960	$9	$109
Security Equipment Repairs	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000	$3	$41
Health Club Maintenance	$900	$900	$900	$900	$900	$900	$900	$900	$900	$900	$900	$900	$900	$10,800	$0	$150
Maintenance Equipment	$3,350	$3,350	$3,350	$3,350	$3,350	$3,350	$3,350	$3,350	$3,350	$3,350	$3,350	$3,350	$3,350	$40,200	$0	$0
Misc Rep & Mat/Supl	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$60,000	$0	$0
Bldg Maintenance Other	$658	$658	$658	$658	$658	$658	$658	$658	$658	$658	$658	$658	$658	$7,902	$0	$0
Web-Based Services	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$18,000	$0	$0
Amen-Decor/Flowers	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000	$0	$0
Subtotal	$25,758	$25,758	$25,758	$25,758	$25,758	$25,758	$25,758	$25,758	$25,758	$25,758	$25,758	$25,758	$25,758	$309,101	$13	$0
PROFFESIONAL SERVICES																
Admin Supplies & Srvcs	$3,864	$3,864	$3,864	$3,864	$3,864	$3,864	$3,864	$3,864	$3,864	$3,864	$3,864	$3,864	$3,864	$46,368	$26	$318
AOUO Admin Supplies & Petty Cash	$353	$353	$353	$353	$353	$353	$353	$353	$353	$353	$353	$353	$353	$4,240	$2	$29
Gym Equipment Lease	$2,374	$2,374	$2,374	$2,374	$2,374	$2,374	$2,374	$2,374	$2,374	$2,374	$2,374	$2,374	$2,374	$28,482	$16	$195
Copier Lease	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000	$3	$41
Education	$370	$370	$370	$370	$370	$370	$370	$370	$370	$370	$370	$370	$370	$4,444	$3	$30
Education-Security	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$600	$7,200	$4	$49
Management SRVS	$6,082	$6,082	$6,082	$6,082	$6,082	$6,082	$6,082	$6,082	$6,082	$6,082	$6,082	$6,082	$6,082	$73,980	$42	$500
Developer Management SRVS	$12,565	$12,565	$12,565	$12,565	$12,565	$12,565	$12,565	$12,565	$12,565	$12,565	$12,565	$12,565	$12,565	$150,785	$86	$1,031

Ālia 888 Ala Moana
Monthly Operating Budget

Description	January	February	March	April	May	June	July	August	September	October	November	December	Residential Monthly	Residential Annual	Commerical Monthly	Commerical Annual
Audit	$960	$960	$960	$960	$960	$960	$960	$960	$960	$960	$960	$960	$960	$11,520	$7	$79
Legal	$542	$542	$542	$542	$542	$542	$542	$542	$542	$542	$542	$542	$542	$6,504	$4	$45
Consulting	$1,350	$1,350	$1,350	$1,350	$1,350	$1,350	$1,350	$1,350	$1,350	$1,350	$1,350	$1,350	$1,350	$16,200	$2	$29
Community Relations	$962	$962	$962	$962	$962	$962	$962	$962	$962	$962	$962	$962	$962	$11,541	$7	$79
Subtotal	$30,522	$30,522	$30,522	$30,522	$30,522	$30,522	$30,522	$30,522	$30,522	$30,522	$30,522	$30,522	$30,522	$366,264	$202	$2,426
PAYROLL & BENEFITS																
Payroll-Management Fees	$26,097	$26,097	$26,097	$26,097	$26,097	$26,097	$26,097	$26,097	$26,097	$26,097	$26,097	$26,097	$26,097	$313,170	$179	$2,145
Payroll-Owner Services (exec office)	$15,167	$15,167	$15,167	$15,167	$15,167	$15,167	$15,167	$15,167	$15,167	$15,167	$15,167	$15,167	$15,167	$182,000	$104	$1,247
Payroll-Maintenance	$22,533	$22,533	$22,533	$22,533	$22,533	$22,533	$22,533	$22,533	$22,533	$22,533	$22,533	$22,533	$22,533	$270,400	$154	$1,852
Payroll-Grounds/Landscaping	$26,693	$26,693	$26,693	$26,693	$26,693	$26,693	$26,693	$26,693	$26,693	$26,693	$26,693	$26,693	$26,693	$320,320	$183	$2,194
Payroll-Housekeeping	$10,573	$10,573	$10,573	$10,573	$10,573	$10,573	$10,573	$10,573	$10,573	$10,573	$10,573	$10,573	$10,573	$126,880	$72	$869
Payroll-Associates	$59,800	$59,800	$59,800	$59,800	$59,800	$59,800	$59,800	$59,800	$59,800	$59,800	$59,800	$59,800	$59,800	$717,600	$410	$4,915
Employee Appreciation	$570	$570	$570	$570	$570	$570	$570	$570	$570	$570	$570	$570	$570	$6,845	$4	$47
Workers Comp	$6,563	$6,563	$6,563	$6,563	$6,563	$6,563	$6,563	$6,563	$6,563	$6,563	$6,563	$6,563	$6,563	$78,759	$45	$539
TDI	$583	$583	$583	$583	$583	$583	$583	$583	$583	$583	$583	$583	$583	$7,000	$4	$48
Health Care	$20,083	$20,083	$20,083	$20,083	$20,083	$20,083	$20,083	$20,083	$20,083	$20,083	$20,083	$20,083	$20,083	$241,000	$138	$1,651
Payroll Taxes	$18,322	$18,322	$18,322	$18,322	$18,322	$18,322	$18,322	$18,322	$18,322	$18,322	$18,322	$18,322	$18,322	$219,864	$125	$1,506
Payroll Preparation	$333	$333	$333	$333	$333	$333	$333	$333	$333	$333	$333	$333	$333	$4,000	$2	$27
Payroll Management Fees	$164	$164	$164	$164	$164	$164	$164	$164	$164	$164	$164	$164	$164	$1,971	$1	$14
Uniforms	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$500	$6,000	$3	$41
Managers Apt & Electricity	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$8,000	$96,000	$55	$658
Payroll-Bonus	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$30,000	$17	$205
Payroll-Retirement 401K-match	$2,333	$2,333	$2,333	$2,333	$2,333	$2,333	$2,333	$2,333	$2,333	$2,333	$2,333	$2,333	$2,333	$28,000	$16	$192
Subtotal	$220,817	$220,817	$220,817	$220,817	$220,817	$220,817	$220,817	$220,817	$220,817	$220,817	$220,817	$220,817	$220,817	$2,649,810	$1,512	$18,149
OTHER EXPENSES																
Insurance-Property	$0	$0	$0	$250,000	$0	$0	$0	$0	$0	$0	$0	$0	$20,833	$250,000	$143	$1,712
Insurance-Liability	$0	$0	$0	$40,000	$0	$0	$0	$0	$0	$0	$0	$0	$3,333	$40,000	$23	$274
Insurance-Flood	$0	$0	$0	$251,000	$0	$0	$0	$0	$0	$0	$0	$0	$20,917	$251,000	$143	$1,719
Insurance-D&O-General	$0	$0	$0	$12,000	$0	$0	$0	$0	$0	$0	$0	$0	$1,000	$12,000	$7	$82
Insurance-Fidelity-General	$0	$0	$0	$750	$0	$0	$0	$0	$0	$0	$0	$0	$63	$750	$0	$5
Insurance-Umbrella-General	$0	$0	$0	$20,000	$0	$0	$0	$0	$0	$0	$0	$0	$1,667	$20,000	$11	$137
Uninsured Expenses	$6,952	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$579	$6,952	$2	$21
Kmāulu `O Kaka`ako Master Plan Fees	$4,143	$4,143	$4,143	$4,143	$4,143	$4,143	$4,143	$4,143	$4,143	$4,143	$4,143	$4,143	$4,143	$49,718	$650	$7,795
Subtotal	$11,095	$4,143	$4,143	$577,893	$4,143	$4,143	$4,143	$4,143	$4,143	$4,143	$4,143	$4,143	$52,535	$630,420	$979	$11,746
Total Operating Expenses	$350,081	$343,729	$496,727	$1,017,479	$343,729	$496,727	$343,729	$343,729	$496,727	$343,729	$343,729	$496,727	$509,787	$6,117,443	$2,733	$32,801
Transfer to Reserves (-Deficit)	$119,542	$126,494	$73,497	-$417,256	$126,494	$73,497	$126,494	$126,494	$73,497	$126,494	$126,494	$73,497	$60,437	$725,239	$327	$3,920
													Total Reserve	$729,160		$3,920

EXHIBIT "I"

SUMMARY OF PURCHASE AGREEMENT

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

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

Among other provisions the specimen Purchase Agreement provides:

1. Prior to execution of the Purchase Agreement, Purchaser shall receive: (i) a true copy of the Public Report for the Project, either personally or by registered or certified mail with return receipt requested, the recorded Declaration, recorded Bylaws, House Rules and Condominium Map, or provided written notice to examine the map, and the Notice of Right to Cancel advising Purchaser of Purchaser's right to cancel the Purchase Agreement, the delivery of which is required by Hawaii Revised Statutes, Section 514B-86, and (ii) a copy of the federal Property Report. Purchaser shall also have been given an opportunity to read said report(s).

2. Purchaser may cancel the Purchase Agreement within thirty (30) days of Purchaser's receipt of the Public Report ("Cancellation Period"). It is understood that Purchaser may, at any time after Purchaser's receipt of the Notice of Right to Cancel and the documents described in 1. above and of Purchaser's execution of the Purchase Agreement, waive Purchaser's right to cancel the Purchase Agreement. If Purchaser shall fail to execute the Notice of Right to Cancel within thirty (30) days of Purchaser's receipt of the Public Report, Purchaser shall be deemed to have waived Purchaser's right to cancel the Purchase Agreement (by Purchaser's failure to give said written notice of cancellation). The conveyance of the Unit to the Purchaser within the thirty (30)-day period referenced above shall also be treated as a waiver by Purchaser of Purchaser's right to cancel the Purchase Agreement.

3. Seller shall complete construction of the Unit to permit normal occupancy of the Unit within five (5) years from the date Purchaser signs a binding contract ("Completion Deadline"). If the Project is not completed by the Completion Deadline, subject to causes of *force majeure*, Purchaser may cancel his or her Purchase Agreement at any time thereafter and Purchaser shall be entitled to a prompt refund of all monies paid, plus any interest earned thereon, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of $250.00.

4. The Seller has entered into an Escrow Agreement, summarized in Exhibit "J" herein, with Title Guaranty Escrow Services, Inc. ("Escrow"), covering the deposit with Escrow of all funds paid by the Purchaser under the Purchase Agreement and the disbursement of the funds by Escrow. Escrow may charge a cancellation fee on account of escrow services performed not to exceed $250.00.

5. The Purchase Agreement requires the Purchaser to pay the Total Purchase Price by a series of payments prior to Closing, including an initial payment when Purchaser signs the Purchase Agreement, a second deposit and a third deposit. Purchaser shall then deposit the remaining balance due on the Date of Pre-Closing or four (4) business days prior to the Scheduled Closing Date, subject to loan requirements set forth in the Purchase Agreement. Seller may also assess a late fee up to 12% per annum.

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

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

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

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

9. The Purchase Agreement provides that Purchaser will pay a non-refundable, non-transferable "start-up" fee for the Association of Unit Owners in an amount equivalent to three (3) month's estimated maintenance fees for the Unit; plus one (1) month's estimated maintenance fees for the Unit as an advance payment for the initial month's maintenance fees payable by a Unit Owner. These start-up fees are one-time assessments at Closing and are not advance payments of common expenses or assessments, and shall be in addition to the normal monthly assessments. In addition, Purchaser is responsible for all closing costs in connection with the sale, including, without limitation, the escrow fee, cost of a preliminary title report, cost of preparation of the Unit Deed, cost of establishing separate escrow account(s), real property tax prorations and other customary prorations, all acknowledgment fees, conveyance and transfer taxes of all types, title insurance, if requested by Purchaser, cost of any lender's title insurance, appraisal fees, costs for drafting of any notes and mortgages, all recording costs or fees, the cost of drafting any revisions or addenda to this Purchase Agreement, loan fees, credit report costs and all other applicable mortgage costs, provided that it is understood that this sale is not subject to or conditioned upon Purchaser obtaining a loan.

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

11. Purchaser or Purchaser's agent shall inspect the Unit on a date and at a time specified by Seller in a written notice to Purchaser. Upon completion of such inspection, Purchaser agrees to sign or to cause its agent to sign an inspection checklist to be furnished by Seller or the contractor which shall list all defects or damages to the Unit, if any. If Purchaser or its agent does not inspect the Unit, Purchaser hereby appoints the Project Architect, or Seller or any agent of Seller, to so inspect the Unit and to execute said inspection sheet on behalf of Purchaser. Purchaser agrees to accept possession of the Unit despite the existence of defects or damages to the Unit, including appliances. Seller will cooperate with and assist Purchaser in having legitimately-listed defects or damage corrected or repaired within a reasonable time thereafter.

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

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

B. Any non-Material Changes which the Seller or the Project Architect, in their sole and absolute discretion, deem appropriate, to the Common Elements, including, without limitation, the roadways, parking areas, and landscaping or any changes for reasons related to financial feasibility, efficiency, or aesthetics; furthermore, the Project Architect may increase or decrease the thickness of any foundation, wall, column or floor

slab, or make other changes to Seller's Plans and Specifications (as defined and discussed further in Section E.27 of the Purchase Agreement), which could result in the dimensions of Purchaser's Unit or any appurtenant Limited Common Element thus affected becoming smaller or larger, or resulting in a building height or elevation different from that shown on the Condominium Map or stated in the Declaration or the Public Report; provided that the variance in the net living area of the Unit shall not exceed two percent (2%) of the net living area represented in the Project Documents. Further, the Project Architect may make changes necessary to correct any design errors or shortcomings.

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

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

13. The Purchase Agreement provides that it shall not be construed as a present transfer of any rights or of any interest in the Unit, but rather states that it is an agreement to transfer in the future. By execution of the Purchase Agreement, the Purchaser agrees to waive, relinquish and subordinate the priority or superiority of any lien or other legal or equitable interest arising under the Purchase Agreement in favor of the lien or charge on the Project of the security interests of the Lender, including but not limited to any lien, mortgage or charge securing a loan made to finance the acquisition of the land and the costs of construction (if applicable) and any and all advances therefore until the filing of the Unit Deed.

14. The Purchase Agreement generally provides that it may not be assigned by Purchaser without the prior written consent of Seller. See Purchase Agreement for definition of what constitutes an "assignment." Any assignment of the Purchase Agreement is void and of no legal effect. Notwithstanding the foregoing, Purchaser may assign its rights under the Purchase Agreement to affiliated entities for estate planning purposes without the consent of Seller, provided that any such assignment shall not release Purchaser from its obligations under the Purchase Agreement. In the event that Purchaser decides to make such an assignment for estate planning purposes, Purchaser shall provide written notice thereof to Seller at least fifteen (15) days prior to the Closing Date, as defined in the Purchase Agreement, and shall provide to Seller copies of such documents as Seller, in its sole and absolute discretion, deems necessary to complete Closing.

15. The Purchase Agreement provides that if a Purchaser has made a written complaint to Seller about the physical condition and/or design of the Unit or the Project, and Seller, after a good faith and diligent effort, is unable to rectify such complaint to Purchaser's satisfaction, Seller may repurchase the Unit for a period of three years from Closing.

16. The Purchase Agreement provides that any dispute by or between Seller and Purchaser arising out of or incident to the Purchase Agreement, or the development or management of the Project, the sale of the Unit or the use or occupancy thereof, or any other aspect of the relationship between Seller and Purchaser regarding the Project which is raised or otherwise asserted after Closing shall be submitted to mediation and, if necessary, to arbitration in accordance with the terms, conditions and procedures set forth in the Purchase Agreement. The Purchase Agreement also provides that any dispute by or between Seller and Purchaser arising out of or incident to the Purchase Agreement that is raised or otherwise asserted before Closing need not be submitted to arbitration, and Seller and Purchaser shall be free to pursue such dispute, as otherwise provided herein, in proceedings in a court of competent jurisdiction, provided that any judicial proceedings initiated shall be conducted in Honolulu, Hawaii.

17. THE TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP ("LANDOWNER") IS THE CURRENT FEE OWNER OF THE LAND OF THE PROJECT. LANDOWNER IS NOT THE DEVELOPER OF THE PROJECT AND LANDOWNER'S JOINDER IN, OR CONSENT TO, ANY CONDOMINIUM DOCUMENTS SHALL NOT, IN ANY WAY OR FOR ANY PURPOSE, BE CONSTRUED TO MEAN THAT LANDOWNER IS THE DEVELOPER OF THE PROJECT OR A PARTNER WITH SELLER IN THE CONDUCT OF ITS BUSINESS, OR OTHERWISE, OR A JOINT VENTURER OR A MEMBER OF A JOINT ENTERPRISE WITH SELLER. FEE OWNER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECTS OF THE PROJECT. THE

STATEMENTS SET FORTH IN THIS PURCHASE AGREEMENT AND ANY CONDOMINIUM DOCUMENTS ARE SOLELY THOSE OF SELLER AND ARE NOT AND SHOULD NOT BE CONSTRUED AS STATEMENTS MADE BY OR REPRESENTATIONS OF LANDOWNER. SELLER, AND NOT LANDOWNER, SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF THE PROJECT, INCLUDING, WITHOUT LIMITATION, THE MARKETING, SALE, DEVELOPMENT AND CONSTRUCTION OF THE PROJECT.

AN AFFILIATE OF 888 ĀLIA LLC ENTERED INTO THAT CERTAIN OPTION, PURCHASE AND SALE AGREEMENT WITH LANDOWNER DATED JANUARY 21, 2022, AS AMENDED ("OPSA") FOR THE PURCHASE OF THE FEE SIMPLE INTEREST IN THE LAND OF THE PROJECT. SUCH AFFILIATE HAS ASSIGNED ITS RIGHT TO PURCHASE THE LAND TO SELLER. IN ACCORDANCE WITH THE OPSA, LANDOWNER SHALL NOT BE SUBJECT TO THE OBLIGATIONS AND LIABILITIES OF SELLER UNDER THIS PURCHASE AGREEMENT. SELLER RESERVES THE RIGHT TO PURCHASE THE FEE SIMPLE INTEREST IN THE LAND, TO ENTER INTO AGREEMENTS WITH LANDOWNER WITH RESPECT TO THE PURCHASE OF THE LAND AND DEVELOPMENT OF THE PROJECT. THE PURCHASE OF THE FEE SIMPLE INTEREST IN THE LAND OF THE PROJECT BY SELLER, THE RECORDATION OF THE DEED CONVEYING TITLE TO THE LAND OF THE PROJECT, AND THE ENTERING INTO AGREEMENTS WITH LANDOWNER SHALL NOT CONSTITUTE A MATERIAL CHANGE IN THE PROJECT.

THE CONVEYANCE OF THE FEE SIMPLE INTEREST IN THE LAND FROM LANDOWNER WILL BE IN "AS-IS, WHERE-IS" CONDITION, "WITH ALL FAULTS AND DEFECTS", WITH NO REPRESENTATION OR WARRANTIES BY LANDOWNER. DEVELOPER WILL ACCEPT AND ASSUME, AS BETWEEN DEVELOPER AND LANDOWNER, ALL RISKS WITH RESPECT TO THE LAND, AND WILL RELEASE AND FOREVER DISCHARGE LANDOWNER FROM AND AGAINST ANY AND ALL SUITS, ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, CONSEQUENTIAL DAMAGES, LOSSES, COSTS AND EXPENSES OF ANY KIND, WHETHER KNOWN OR UNKNOWN, WHICH DEVELOPER HAD, HAS OR AT ANY TIME MAY HAVE, WITH RESPECT TO THE LAND. THIS RELEASE AND DISCHARGE OF LANDOWNER SHALL APPLY TO DEVELOPER AND ANY SUCCESSORS AND ASSIGNS OF DEVELOPER IN THE LAND, INCLUDING A PURCHASER UPON ACQUISITION OF A UNIT IN THE PROJECT.

IN THE EVENT THE OPSA IS TERMINATED FOR ANY REASON WHATSOEVER PRIOR TO THE CONVEYANCE OF THE LAND TO SELLER BY WAY OF A DEED PURSUANT TO THE OPSA ("LAND CLOSING"), THEN THIS PURCHASE AGREEMENT SHALL BE TERMINATED AND SELLER SHALL PROMPTLY REFUND TO PURCHASER ALL MONIES PAID BY PURCHASER, PLUS ANY INTEREST EARNED THEREON. SELLER SHALL NOT BE CONSIDERED IN DEFAULT UNDER THIS PURCHASE AGREEMENT FOR TERMINATION OF THIS PURCHASE AGREEMENT PURSUANT TO THIS SECTION.

18. PURCHASER ACKNOWLEDGES AND AGREES THAT, UPON ISSUANCE OF AN EFFECTIVE DATE FOR THE PUBLIC REPORT BY THE COMMISSION, SELLER'S SUBMISSION TO THE COMMISSION OF THE INFORMATION REQUIRED UNDER SECTION 514B-92 OF THE ACT, AND ESCROW'S RECEIPT OF A LETTER FROM SELLER STATING THAT PURCHASER HAS AFFIRMATIVELY WAIVED OR IS DEEMED TO HAVE WAIVED HIS/HER RIGHT TO CANCEL THIS PURCHASE AGREEMENT, AND STATING FURTHER THAT PURCHASER'S RIGHTS TO RESCIND HAVE TERMINATED, SELLER IS AUTHORIZED TO USE PURCHASER'S DEPOSIT IN ESCROW FOR THE CONSTRUCTION OF THE PROJECT AND FOR OTHER EXPENSES OF THE PROJECT, AS SET FORTH IN THE ESCROW AGREEMENT AND IN ACCORDANCE WITH HAWAII STATUTORY REQUIREMENTS PERTAINING TO THE USE OF PURCHASERS' FUNDS PRIOR TO CLOSING. PURCHASER AGREES TO THE USE OF PURCHASER'S DEPOSIT FOR SUCH PURPOSES IN ACCORDANCE WITH THE ESCROW AGREEMENT, AND DIRECTS ESCROW TO DISBURSE SUCH FUNDS UPON DIRECTION FROM SELLER, SELLER'S LENDER OR AN OTHERWISE QUALIFIED FINANCIALLY DISINTERESTED PERSON. SELLER HAS NO OBLIGATION TO PAY INTEREST TO PURCHASER ON ANY FUNDS USED BY SELLER FOR THOSE PURPOSES PERMITTED BY LAW. PURCHASER FURTHER ACKNOWLEDGES THAT ANY ATTEMPT BY PURCHASER TO PREVENT SELLER FROM USING PURCHASER'S FUNDS OR TO

PREVENT ESCROW FROM DISBURSING PURCHASER'S FUNDS AS PERMITTED UNDER THE ACT AND THE ESCROW AGREEMENT MAY RESULT IN ADDITIONAL COSTS, DELAYS, AND OTHER DAMAGES TO SELLER. ACCORDINGLY, ANY SUCH ACTIONS BY PURCHASER SHALL CONSTITUTE A BREACH OF THIS PURCHASE AGREEMENT. SELLER MAY PURSUE LEGAL ACTION FOR ANY ACTUAL AND CONSEQUENTIAL DAMAGES CAUSED BY REASON OF PURCHASER'S ACTIONS IN VIOLATION HEREOF. SELLER AND PURCHASER HEREBY IRREVOCABLY INSTRUCT ESCROW TO MAKE DISBURSEMENTS FROM PURCHASER'S DEPOSITS AS MAY BE PERMITTED BY THE ESCROW AGREEMENT. SELLER AND PURCHASER HEREBY AGREE THAT ESCROW IS RELIEVED FROM ALL LIABILITY FOR ACTING IN ACCORDANCE WITH THE TERMS OF THIS SECTION, NOTWITHSTANDING A NOTICE TO THE CONTRARY BY SELLER, PURCHASER, OR ANY OTHER PARTY OR THIRD PERSON; PROVIDED, HOWEVER, THAT ESCROW SHALL NOT BE RELIEVED FROM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH ITS OWN INTENTIONAL, GROSS NEGLIGENCE, OR RECKLESS ACTS OR OMISSIONS.

* * * * *

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

EXHIBIT "J"

SUMMARY OF ESCROW AGREEMENT

Capitalized terms have the same meaning as ascribed to such terms in the Escrow Agreement for the Project dated September 21, 2022 ("Agreement"), as amended, contains the following provisions (which may be modified or otherwise limited by provisions which are not summarized hereinbelow):

A. As and when Seller shall enter into a sales contract for the purchase of a Unit in the Project, it shall require the payments of deposits due thereunder to be promptly made to Escrow. Seller shall deliver an executed copy of the sales contract to Escrow together with the name(s) and address(es) of the purchaser as noted on the sales contract or otherwise as updated by the purchaser with Seller as being purchaser's last known address.

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

C. Any interest earned on funds deposited in escrow under this Agreement shall accrue as specified in the sales contract. If the sales contract does not specify to whom interest is to accrue, any interest earned on funds deposited in escrow under this Agreement shall accrue to the credit of the purchaser. Escrow shall not be liable to either Seller or any purchaser for loss or diminution in funds invested in accordance with instructions given to Escrow. If the Purchaser requests that a separate account be established for the purchaser, the purchaser shall furnish to Escrow the purchaser's social security number or federal identification number and the purchaser shall pay Escrow a fee of $25.00 for such separate account.

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

E. **Purchasers' funds may be used for construction and other allowable expenses as identified below prior to closing pursuant to Section 514B-92 of the Act, provided that binding contracts exist under which such funds have been deposited into escrow, and said expenses are approved for payment by Seller and the project lender or an otherwise qualified, financially disinterested person.** Section 6 of the Agreement sets forth the Escrow requirements for such release of funds. If such funds are to be used for construction prior to closing, the funds shall be taken from all purchasers under binding sales contract for the building in which said purchaser's unit is located and shall be disbursed by Escrow upon the submission of bills therefor, and upon direction to do so from Seller from time to time to pay for construction and other related costs authorized pursuant to HRS §514B-92 or §514B-93 in such amounts, at such times, and in proportion to the valuation of the work completed by the contractor in accordance with the terms of the construction contract, as certified by a licensed architect or engineer and as approved by Seller's lender or a qualified, financially disinterested person who shall be designated in writing by Seller and Seller's lender, if any.

The balance of monies remaining in escrow shall be disbursed in accordance with the directions of Seller and Seller's lender or said financially disinterested person only upon completion of the buildings of the

Project (or in the case of conversion, upon completion of the necessary repairs) and when Escrow has received satisfactory evidence that all mechanics' and materialmen's liens have been cleared or sufficient funds have been set aside to cover claims if liens have been filed; otherwise forty-six (46) days after the filing of the affidavit of publication of notice of completion in the office of the clerk of the circuit court where the Project is located, a copy of which shall have been delivered to Escrow; provided, further that if any notice of mechanic's or materialmen's liens shall have been filed, the funds shall be disbursed only when such liens have been cleared or sufficient funds have been set aside to cover such claims.

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

1. Seller and purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or

2. Seller shall have notified Escrow of purchaser's exercise of a purchaser's right to cancel the sales contract pursuant to HRS §514B-86 (thirty-day right to cancel) or the federal Property Report; or

3. Seller shall have notified Escrow of Seller's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Seller; or

4. Purchaser or Seller shall have notified Escrow of purchaser's exercise of purchaser's right to cancel the sales contract to HRS §514B-89 (failure to complete construction before specified completion deadline); provided that Escrow shall first verify with Seller that Seller has not extended the completion deadline by reason of *force majeure*; or

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

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

G. Except as otherwise provided by law, Escrow shall give each purchaser entitled to a return of his or her funds notice thereof by registered, certified, or regular mail, postage prepaid, addressed to such purchaser at his or her address shown on the sales contract or any address later made known to Escrow by such purchaser. If such purchaser shall not have claimed such refund, Escrow shall escheat such unclaimed funds pursuant to HRS §523A-3. Escrow shall thereupon be released from further liability hereunder with respect to such funds and such purchaser.

H. Seller shall give notice in writing to Escrow of the occurrence of each event that initiates an obligation of a purchaser to make a payment to Escrow pursuant to the sales contract as well as notice of the amount and due date of such payment. If the purchaser fails to make such payment to Escrow on or before the due date thereof or if the purchaser fails to perform in any matter that is being handled by Escrow, Escrow shall promptly notify Seller of any such failure on the part of the purchaser. If Seller subsequently certifies in writing to Escrow that Seller has terminated the sales contract in accordance with the terms thereof and provides to Escrow copies of

all such notices of termination and proof of receipt sent to the purchaser, Escrow shall thereafter treat all funds of the purchaser paid on account of such purchaser's sales contract as funds of Seller and not as funds of the purchaser. Thereafter, such funds shall be free of the escrow established by this Agreement and shall be held by Escrow for the account of Seller. Upon written request by Seller, Escrow shall pay such funds to Seller, less any escrow cancellation fee. Escrow shall thereupon be released from any further duties or liability hereunder with respect to such funds and such purchaser.

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

* * * * *

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

EXHIBIT "K"

SUMMARY OF HOUSE RULES

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

1. The House Rules are intended to apply only to the conduct of Owners, Occupants and Guests of Residential Units, and shall not apply to owners, occupants and guests of the Commercial Unit(s).

2. Unit Owners are ultimately and legally responsible for the conduct of all Occupants and Guests of their Unit(s), and at all times shall ensure that their Occupants' and/or Guests' behavior is neither offensive to any other Occupant or Guest of the building nor damaging to any portion of the common elements. All Occupants and Guests shall adhere to the House Rules. No illegal activity shall be conducted on the Premises.

3. Each Occupant shall at all times keep his/her Unit in good order and condition and observe and perform to all laws, ordinances, rules, and regulations applicable to the use of the Project and his/her Unit now or hereafter made by any governmental authority or the Board.

4. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of a Unit.

5. Nothing shall be allowed, done, or kept in any Unit or common area that would overload or impair the floors, walls, or roof of the Project, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

6. No Occupant or Guest shall place, store, or maintain on walkways, roadways, grounds, or other common areas any furniture, packages, or objects of any kind or otherwise obstruct transit through such common areas.

7. Smoking is not permitted in any Unit or any common area of the Project, except within designated smoking areas.

8. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except that dogs, cats, or other typical household pets ("pet"), such as guinea pigs, rabbits, fishes, or birds may be kept by Occupants in their respective Units subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial purpose.

   (A) Except for fish, no more than two (2) pets shall be allowed per Unit.

   (B) No pet may exceed eighty (80) lbs. in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed eighty (80) lbs. in weight, may be kept in the Project.

   (C) No animal defined as a "pest" under Hawaii Revised Statutes ("H.R.S.") §150A-2, or prohibited from importation under H.R.S. §141-2, §150A-5, or §150A-6, may be kept in the Project.

   (D) Every Occupant keeping a pet or pets shall register each pet with the Managing Agent, who shall maintain a register of all pets kept in the Project.

9. Notwithstanding any provision to the contrary contained herein, animals specially trained to assist disabled individuals (hereinafter collectively referred to as "service animals") or animals required by a physician in writing necessary for emotional support shall be permitted at the Project subject to the following restrictions:

   (A) Such service dogs and emotional support animals shall not be kept, bred, or used at the Project for any commercial purpose;

(B) Such service dogs or emotional support animals shall be permitted on the common elements (including but not limited to the Recreational Facilities) provided the animal is on a leash.

10. Any pet or service dog or emotional support animal causing a nuisance or unreasonable disturbance to any Occupant or Guest, or that is involved in contact with any Occupant, Guest, or other pet in which injury occurs, shall be permanently removed from the Project promptly upon notice given by the Board or the Managing Agent; provided, however, that any such notice given with respect to a service dog or emotional support animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other Occupants or Guests. A tenant of a Unit Owner must obtain the written consent of the Unit Owner to keep a pet or pets in the Unit. Notwithstanding such consent, a tenant may keep only those types of pets which may be kept pursuant to these House Rules. Any Occupant who keeps a pet or pets pursuant to these House Rules may, upon the death of the pet, replace the pet with another and continue to do so for as long as the Occupant continues to reside in the Unit or another Unit in the Project subject to these same House Rules. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets, service dogs and emotional support animals as the circumstances may require or the Board may deem advisable.

11. Each owner of a pet and the owner of the Unit in which such pet is kept shall indemnify and hold the Association and the Board harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the Unit and the Project.

12. Except when in transit or using the dog park on Level 6 or the archaeological preserve area on Level 1, pets (other than service animals and emotional support animals) shall not be allowed on any common area. Any pet (including a service animal or emotional support animal) in transit through the common areas must be carried whenever practicable or on a leash which keeps the pet within three feet (3') of its handler's feet. Pets shall not be allowed to come into contact with persons other than the handlers thereof, or other pets, except as permitted by such persons or the owners of the other pet(s).

13. Any damage to the Project caused by a pet shall be the full responsibility of the owner of the pet and the owner of the Unit in which the pet is kept and the costs of repair or replacement shall be specially assessed to such person(s).

14. Owners of pets shall be responsible for immediately picking up and cleaning up after their pets. Pet waste and trash (sand, litter paper, etc.) shall be wrapped and disposed of with extra care.

15. Owners of dogs (other than service dogs or emotional support dogs) shall be assessed a special annual fee of $150.00 per dog to defray the additional costs incurred by the Association in properly cleaning and maintaining the common elements of the Project.

16. Occupants and Guests shall exercise care in the use of musical instruments, radios, televisions, stereos, amplifiers, etc. that may disturb other Occupants and Guests.

17. Occupants and Guests shall maintain quiet between 9:00 p.m. and 6:00 a.m. on weekdays (Sunday through Thursday nights) and 11:00 p.m. and 7:00 a.m. on weekends (Friday and Saturday nights).

18. No structural changes of any type by an Occupant shall be permitted within the common areas except as permitted by, and in accordance with, the provisions of the Declaration and Bylaws.

19. Except as otherwise provided in the Declaration, Bylaws or the House Rules, no signs, posters, signals, or lettering shall be inscribed or exposed on any part of the Units or common elements appurtenant thereto nor shall anything be projected out of any window or door or off any lanai of any Unit, without the prior approval of the Board.

20. No alterations, modification or changes to a Unit shall be made or permitted except as permitted by, and in accordance with, the provisions of the Declaration and Bylaws.

21. Damage to the buildings or common areas by any Occupant or Guest shall be the responsibility of the Unit Owner who, or whose Occupant or Guest, caused said damage and such damage shall be repaired at the expense of the responsible Unit Owner.

22. Every Occupant, or Unit Owner if the Occupant is not a Unit Owner and refuses to comply with this provision, shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in enforcing any provisions of the Declaration, Bylaws, or the House Rules against such Occupant or Occupant's Guest.

23. In addition to any other remedy available to the Association by law or equity, a monetary fine or suspension of access rights, as stated in the House Rules, may be imposed against the responsible Owner for each violation of the Declaration, the Bylaws, and/or House Rules. This fine may be deducted from the responsible Unit Owner's maintenance fee payment. Fines duly imposed but unpaid shall constitute a lien on the owner's Unit that may be foreclosed upon in like manner as a lien for unpaid assessments to collect the unpaid amount. The Association also has the right to pursue any action to recover a money judgment for any unpaid fines without foreclosing or waiving the lien.

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

* * * * *

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

EXHIBIT "L"

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

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

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

A. The premises conveyed comprises a Residential Unit and its undivided Common Interest in the Ālia at 888 Ala Moana condominium property regime (the "Project") situate at the City and Honolulu of Honolulu, State of Hawaii.

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

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

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

E. Purchaser acknowledges and agrees that the premises is subject to the Planned Development Permit including, without limitation, that the requirement that the Project may be assessed the cost of improvements made in the vicinity of the Project pursuant to the Hawaii Community Development Authority District-Wide Improvement Assessment Program. If any such assessments are made, Purchaser shall pay for Purchaser's prorated share of any such assessments.

* * * * *

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

EXHIBIT "M"

SUMMARY OF HCDA PERMITS AND AGREEMENTS

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

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

a. The development and use of the Project are subject to the terms and provisions of HCDA's Findings of Fact, Conclusions of Law, and Decision and Order for a Master Plan Permit, File No. PL MASP 13-2-8 on September 2, 2009, a memorandum of which was recorded with the Bureau of Conveyances, State of Hawaii, as Document No. 2010-012595 (as may be amended, the "KKMP Permit"). Pursuant to the KKMP Permit, the development and use of the Project are subject to the terms and provisions of the HCDA's Mauka Area Plan and the HCDA's Mauka Area Rules (Title 15, Subtitle 4, Chapter 22, of the Hawaii Administrative Rules) in effect on September 2, 2009 (together "Vested Rules"). The KKMP Permit was extended by a period of ten (10) years beyond the original expiration date of September 1, 2024, and shall be valid until September 1, 2034.

b. A Master Plan Development Agreement for the Kaiāulu 'o Kaka'ako Master Plan effective October 6, 2009, a memorandum of which was recorded at the Bureau as Document No. 2010-012596 (as may be amended, "KKMP Development Agreement"), which imposes the terms and conditions of the KKMP Permit on the Land and shall run with the Land and shall bind and constitute notice to all subsequent lessees, grantees, assignees, mortgagees, lienors, and any other persons who shall claim an interest in the Land. HCDA shall have the right to enforce the KKMP Development Agreement by appropriate action at law or suit in equity against all such persons. The KKMP Development Agreement confirms the application of the Vested Rules to the KKMP Permit area and describes generally the timing and process for phasing, reserved housing credits, and public facilities within the master planned community.

c. Planned Development Permit No. KAK 22-042 was issued by HCDA on September 7, 2022 ("Permit"), which authorizes the Project and the reserved housing requirement.

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

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

* * * * *

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE LIST OR EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE HCDA PERMITS AND AGREEMENTS. THIS SUMMARY IS A GENERAL SUMMARY OF THE MORE SALIENT HCDA

AGREEMENTS AND IS NOT A SUMMARY OF ALL EXISTING OR POTENTIAL HCDA PERMITS AND AGREEMENTS THAT MAY BE REQUIRED TO COMPLETE THE PROJECT AND THE COMMUNITY.

EXHIBIT "N"

SUMMARY OF MASTER CHARTER; MASTER COVENANTS, CONDITIONS AND RESTRICTIONS

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

Upon annexation of the Land to the Master Charter, the Land will be a part of an urban planned community called "Kaiāulu 'o Kaka'ako" (the "Community"). Upon the recordation of such annexation, the Declaration, the Bylaws, and the Condominium Map and the Project shall be subordinated and subject to the Master Charter and Master Bylaws, together with such rules and regulations promulgated pursuant thereto.

The Project will be one of multiple projects located in the Community. The Master Bylaws and the other "Governing Documents" as defined in the Master Charter ("**Master Governing Documents**"), as the same may be amended and/or supplemented from time to time, create rules and regulations for operation and being a part of the Community, including, without limitation, any assessments, voting rights, design restrictions, and the design review process set forth therein, if applicable, and restrictions on certain uses of the Commercial Units. By acquiring an interest in the Project, each Owner agrees to carefully review, observe, and comply with all covenants, conditions, restrictions, and other requirements to which the Project is subject under the Master Charter, Master Bylaws, and other Master Governing Documents, including payment of such sums as may be assessed pursuant to such Master Charter or Master Bylaws ("**Master Assessments**"). Further, Developer shall have the reserved right, without the consent of any Owner or such Owners' Lenders, to amend the Declaration and to enter into any agreements and to grant easements and do all things necessary and convenient to effect and implement the purposes of the Master Charter, Master Bylaws, and other Master Governing Documents and to execute, record, and deliver any and all documents necessary to effect the same, including, but not limited to, any amendments to the Declaration and to the Condominium Map. In the event of a conflict between the Declaration and the Master Charter, Master Bylaws, and/or the other Master Governing Documents, the Master Charter, Master Bylaws, and/or other Master Governing Documents, as applicable, shall control.

Notwithstanding the above, by signing and accepting a Unit Deed or other conveyance of a Unit, Owners acknowledge and accept the following related to living in the Community:

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

B. Individual Unit Owners will not become members of the Master Association, and, in most instances, will not have direct voting rights in the Master Association. The Association will be a member of the Master Association for the Project. The Association and the Owners shall be responsible for certain shared costs for the maintenance and upkeep of any Community common areas and other services and use areas shared among the projects in the Community and described in the Master Charter and the Master Bylaws. The Master Association has the right to lien a Unit in the event of nonpayment of any Master Assessment by the Association or the Unit Owner.

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

D. In addition to any design restrictions and/or regulations or standards in the Condominium Documents, Owners will be subject to the additional design restrictions, design guidelines, and/or regulations or standards promulgated by the Founder or the Master Association pertaining to the Community. The Master Charter and the Master Bylaws set forth sanctions for noncompliance with the provisions in the Master Governing Documents.

E. The Founder and the Master Association may enter into certain service contracts for services provided by vendors to multiple properties in the Community, including, without limitation, the Project, based on overall economic, service, and efficiency benefits to the overall master development. The Association may also do the same with adjacent properties for maintenance and operation of mutually beneficial properties or facilities or the provision of mutually beneficial services.

F. The Founder has certain reserved rights set forth in the Master Charter which may be exercised after the Owners are residing in the Project. Such reserved rights may directly impact an Owner's use of the Project. The above summary is not conclusive and the Founder has other reserved rights and easements pursuant to the Master Governing Documents. Each Owner consents and agrees that the Founder shall have the reserved rights and other rights set forth in the Master Governing Documents and hereby delegates and assigns to the Founder, as their true and lawful agent and attorney-in-fact, with full power of substitution, the right and authority to exercise such rights and to execute, deliver, and record such documents as may be reasonably necessary, in the Founder's discretion, to carry forth or otherwise accomplish any of the Founder's rights.

* * * * *

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE LIST OR EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE MASTER DECLARATION, THE MASTER BY-LAWS OR THE MASTER RULES. THIS SUMMARY IS A GENERAL SUMMARY OF THE MASTER GOVERNING DOCUMENTS AND THE FOUNDER'S RESERVED RIGHTS THEREIN; HOWEVER, IT IS NOT MEANT TO PROVIDE A SUMMARY OF ALL THE PROVISION IN THE MASTER GOVERNING DOCUMENTS AND/OR ALL OF THE FOUNDER'S RESERVED RIGHTS. PURCHASERS SHOULD MAKE A CAREFUL AND THOROUGH REVIEW OF THE MASTER GOVERNING DOCUMENTS.

SECTION II

Second Amendment to Declaration of Condominium Property Regime of Ālia at 888 Ala Moana 10.4.2024

4AM
C

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
October 4, 2024 12:58 PM
Doc No(s) A - 9043000476

/s/ LESLIE T KOBATA
REGISTRAR

Pkg 12438252 OFC

LAND COURT SYSTEM | REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL ( ) PICK-UP (X)

Imanaka Asato LLLC
745 Fort Street, 17th Floor
Honolulu, Hawaii 96813
(808) 521-9500 (OTI)

Tax Map Key Nos. (1) 2-1-056: 017 (CPR Nos. 0001 thru 0458) Total Pages: 7

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA is made this 4th day of October, 2024, by **888 ALIA OWNER, L.P.**, a Delaware limited partnership ("**Developer**"), with its principal place of business and post office address at c/o 888 Ālia LLC, 1288 Ala Moana Boulevard, Suite 201, Honolulu, Hawaii 96814.

W I T N E S S E T H:

WHEREAS, by way of that certain Declaration of Condominium Property Regime of Ālia at 888 Ala Moana dated November 15, 2022 and recorded at the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-83600884 ("**Declaration**"), and that certain Regular System Condominium Map No. 6437 (the "**Condominium Map**"), 888 Ālia LLC, a Delaware limited liability company ("**Original Developer**") and Landowner (as defined in the Declaration) submitted that certain property located at Kaakaukukui, Kaka'ako, Honolulu, City and County of Honolulu, State of Hawaii, and more particularly described in Exhibit "A" to the Declaration, plus all improvements thereon, to a condominium property regime known as "Ālia at 888 Ala Moana" (the "**Project**"); and

WHEREAS, pursuant to that certain Assignment of Developer's Reserved Rights dated May 23, 2024, recorded at the Bureau as Document No. A-89420318, Original Developer transferred, assigned, and conveyed to Developer, all of Original Developer's rights, as developer under the Declaration, as if Developer were the original party to the Declaration; and

WHEREAS, by Limited Warranty Deed with Reservations and Covenants dated July 17, 2024 and recorded at the Bureau as Document No. A-8940447, Landowner conveyed the Land to Developer; and

WHEREAS, Condition No. 20 of the Permit requires Developer to submit to HCDA a Transportation Demand Management Plan ("**TDM**") to incorporate shared parking strategies, such as allowing Owners to rent their parking stalls to any members of the public, that will maximize the efficiency of the proposed parking facilities and clarify how surplus parking will be made available for public use; and

WHEREAS, HCDA reviewed the June 2024 Transportation Management Plan, which included the required TDM, received by HCDA on July 22, 2024 and found Developer in compliance with Condition No. 20 of the Permit, but required that Developer amend the Condominium Documents to allow Owners to rent Unit Limited Common Element parking stalls; and

WHEREAS, pursuant to Article XXXV of the Declaration, Developer has the reserved right to and until December 31, 2042 to amend the Condominium Documents, including the Declaration, to satisfy all State and County requirements or HCDA Agreements, permits, and/or entitlements; and

WHEREAS, Developer received an updated title report correcting Exhibit "A" to the Declaration, which contained a typographical error; and

WHEREAS, pursuant to Section XV.B.4 of the Declaration, Developer is authorized to amend the Declaration without the approval or joinder of any Owner, lienholder, or other Person to correct typographical or technical errors;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer does hereby amend the Declaration in the following manner:

1. Parking User. A new Section I.B.86A is hereby added to the Declaration:

> "86A. '**Parking User**' means any person other than an Owner or Occupant of a Unit with rights to use a Unit Limited Common Element parking stall."

2. License to Occupants and Parking Users. Section IV.O of the Declaration is hereby amended and replaced in its entirety with the following:

> "O. **LICENSE TO OCCUPANTS AND PARKING USERS**. Any Person who has a right or permission to occupy a Unit also has the right and license to use the Common Elements and the Limited Common Elements appurtenant to the Unit occupied, to the same extent that the Owner of such Unit would have the right to do so. Any Parking User has the right and license for access throughout the Parking Structure, all roadways, driveways, drive aisles and through areas, access lanes, ramps, landscaped areas, sidewalks, walkways, hallways, and grounds of the Project that is/are part of the Common Elements or Limited Common Elements, as designated herein and/or depicted on the Condominium Map, to the extent such license is necessary for ingress to and egress from the Parking User's Unit Limited Common Element parking stall. These rights to use and license remain in effect only during the time period when the Person has the right to occupy the Unit and/or use the Unit Limited Common Element parking stall. This includes, for example, anyone who rents or leases a Unit or a Unit

Limited Common Element parking stall (subject to any limits or additional terms contained in any rental agreement or lease with the Owner)."

3. Right to Sell, Lease, or Rent. Section VI.A.2 of the Declaration is hereby amended and replaced in its entirety with the following:

"2. **RIGHT TO SELL, LEASE, OR RENT**. Subject to those certain prohibitions on uses set forth herein, the Owners of the respective Units shall have the absolute right, without the consent or joinder of any other Owners, to sell, rent, lease, or otherwise transfer such Units subject to all of the provisions of the Condominium Documents; provided, however, that: (a) all leases shall be in writing, signed by the Owner or Owner's representative and the tenant; (b) as it pertains to the Residential Units, all leases shall have a term of not less than ninety (90) days, or such longer minimum period required by applicable law; (c) all leases and rentals of Units or portions thereof shall be made in accordance with any applicable zoning ordinances and other applicable laws, including, but not limited to, the Residential Landlord Tenant Code, Chapter 521 of the Hawaii Revised Statutes, unless otherwise exempt therefrom; (d) without prior written approval of the Board, no leasing of less than an entire Residential Unit shall be allowed; provided that this shall not prohibit an Owner from renting or leasing his or her Unit Limited Common Element parking stall(s) to any Person, whether or not such Person is an Owner or Occupant; (e) an Owner shall give notice in writing to the Association that such Owner's Unit is being leased and the name of such lessee, (f) as it pertains to the Residential Units, such Owner's right to lease is subject to any owner-occupant requirements under Part V.B of the Act; and (g) no Unit may be utilized for hotel purposes. Further, no Owner, or any agent of an Owner, shall engage in a circumvention of the foregoing requirements by systematically permitting the cancellation of an authorized lease, thereby effectively permitting occupancy of an Owner's Unit for less than the minimum permitted time period."

4. Exhibit "A". Exhibit "A" is hereby amended and replaced in its entirety with the Exhibit "A" attached hereto to correct the legal description of the Land.

5. Ratification. In all other respects, the Declaration shall remain unchanged and in full force and effect. Capitalized terms used herein, unless otherwise noted, shall have the meanings set forth in the Declaration, as amended.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has executed these presents on the date first above written.

888 ALIA OWNER, L.P., a Delaware limited partnership

By: 888 Ālia LLC, a Delaware limited liability company
Its authorized agent

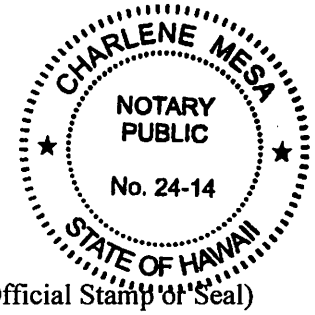
By: _____
Name: Alana Kobayashi Pakkala
Its: Authorized Signatory

"Developer"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | SS:

On this 4th day of October, 2024, before me appeared Alana Kobayashi Pakkala, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



(Official Stamp or Seal)

Print Name: Charlene Mesa
Notary Public, in and for said State

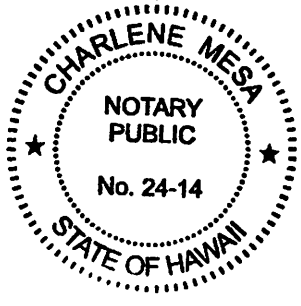
My commission expires: Feb. 25, 2028

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA

Document Date: Oct. 4, 2024 or Undated at time of notarization.

No. of Pages: 7 Jurisdiction: First Circuit
(in which notarial act is performed)



10/04/2024
Signature of Notary — Date of Notarization and Certification Statement

Charlene Mesa
Printed Name of Notary

(Official Stamp or Seal)

My commission expires: Feb. 25, 2028

EXHIBIT "A"

PROPERTY DESCRIPTION

ITEM I:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu) situate, lying and being at Kakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being Lot 5, Block 19, of the "KAKAAKO SUBDIVISION" and thus bounded and described:

Beginning at the south corner of this lot, the same being the west corner of Lot 6, Block 19, and on the northerly side of Ala Moana, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,975.83 feet south and 3,413.32 feet west, and running thence by azimuths measured clockwise from true South:

1.	116° 24'	250.00	feet along the northerly side of Ala Moana;
2.	216° 09'	304.40	feet along the southwest side of Koula Street;
3.	296° 24'	124.04	feet along the southerly side of Auahi Street;
4.	26° 24'	150.00	feet along Lot 2-A;
5.	296° 24'	74.42	feet along Lots 2-A and 2-B;
6.	26° 24'	150.00	feet along Lot 6 to the point of beginning and containing an area of 56,106 square feet, more or less.

ITEM II:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu and portion(s) of Royal Patent Number 1944 to E. W. Clarke, Land Commission Award Number 387 to the American Board of Commissioners for Foreign Missions) situate, lying and being at Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 6-C, Block 19, of the "KAKAAKO SUBDIVISION", as delineated on Bishop Estate Map No. 1045 A & B and thus bounded and described:

Beginning at a pipe at the southwest corner of this lot, the south corner of Lot 5 and on the northerly side of Ala Moana, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,098.63 feet south and 3,165.93 feet west, and running thence by azimuths measured clockwise from true South:

1.	206° 24'	150.00	feet along Lot 5 to a pipe;
2.	296° 24'	276.19	feet along Lots 2-B and 2-C to a pipe;
3.	26° 24'	150.00	feet along Land Court Application 670 to a pipe;
4.	116° 24'	276.19	feet along the northeast side of Ala Moana to the point of beginning, containing an area of 41,428 square feet, more or less.

ITEM III:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu and portion(s) of Royal Patent Number 1944 to E. W. Clarke, Land Commission Award Number 387 to the American Board of Commissioners for Foreign Missions) situate, lying and being at Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 2-D, Block 19, of the "KAKAAKO SUBDIVISION", as Delineated on Bishop Estate Map No. 1045 A, & B and thus bounded and described:

Beginning at a pipe at the east corner of this lot, the north corner of Lot 416, Land Court Application 670 and on the southwesterly side of Auahi Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,829.66 feet south and 3,032.56 feet west and running thence by azimuths measured clockwise from true South:

1.	26° 24'	150.00	feet along Lot 416 of Land Court Application 670 to a pipe;
2.	116° 24'	350.61	feet along Lot 6-C and Lot 5 to a pipe, passing over a pipe at 276.19 feet;
3.	206° 24'	150.00	feet along Lot 5 to a pipe;
4.	296° 24'	350.61	feet along the southwest side of Auahi Street to the point of beginning, containing an area of 52,592 square feet, more or less.

END OF EXHIBIT "A"

First Amendment to Declaration of Condominium Property Regime of Ālia at 888 Ala Moana 6.25.2024

AAM

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
June 25, 2024 8:01 AM
Doc No(s) A - 89420319

/s/ LESLIE T KOBATA
REGISTRAR

Pkg 12390246 OFC

AM

LAND COURT SYSTEM | REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL ( ) PICK-UP (X)

RS4

Imanaka Asato LLLC
745 Fort Street, 17th Floor
Honolulu, Hawaii 96813
(808) 521-9500 (OTI)

TG: 73114796 18-S

Tax Map Key Nos. (1) 2-1-056: 017 (CPR Nos. 0001 thru 0458)

Total Pages: 36

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA AND AMENDED AND RESTATED CONDOMINIUM MAP

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA AND AMENDED AND RESTATED CONDOMINIUM MAP is made this 23rd day of May, 2024, by **888 ALIA OWNER, L.P.**, a Delaware limited partnership ("**Developer**"), with its principal place of business and post office address at c/o 888 Ālia LLC, 1288 Ala Moana Boulevard, Suite 201, Honolulu, Hawaii 96814.

W I T N E S S E T H:

WHEREAS, by way of that certain Declaration of Condominium Property Regime of Ālia at 888 Ala Moana dated November 15, 2022 and recorded at the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-83600884 ("**Declaration**"), and that certain Regular System Condominium Map No. 6437 (the "**Condominium Map**"), 888 Ālia LLC, a Delaware limited liability company ("**Original Developer**") and Landowner (as defined in the Declaration) submitted that certain property located at Kaakaukukui, Kaka'ako, Honolulu, City and County of Honolulu, State of Hawaii, and more particularly described in Exhibit "A" to the Declaration, plus all improvements thereon, to a condominium property regime known as "Ālia at 888 Ala Moana" (the "**Project**"); and

WHEREAS, pursuant to that certain Assignment of Developer's Reserved Rights dated May 23, 2024, recorded at the Bureau as Document No. Doc A 89420318, Original Developer transferred, assigned, and conveyed to Developer, all of Original Developer's rights, as developer under the Declaration, as if Developer were the original party to the Declaration; and

WHEREAS, pursuant to Section XV.B.1 of the Declaration, Developer is authorized to amend the Declaration at any time prior to the closing of the sale of the first Residential Unit in the Project; provided that any amendment that materially and adversely affects the Commercial Units, the Commercial Limited Common Elements, or the Commercial Unit Limited Common Elements shall be subject to the consent of a Majority of the Commercial Unit Class and the Commercial Director; and

WHEREAS, no sales of Residential Units or Commercial Units in the Project have closed and no Commercial Director has been appointed;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer does hereby amend the Declaration and Condominium Map in the following manner:

1. Designation of New Developer. Section I.B.42 of the Declaration is hereby amended and replaced in its entirety with the following:

> "42. **'Developer'** means 888 Alia Owner, L.P., a Delaware limited partnership, and shall also include any of its permitted successors and assigns."

2. Commercial Use. The first sentence of Section VI.D.1 of the Declaration is hereby amended and replaced in its entirety with the following to incorporate reference to the Master Charter and the HCDA Agreements:

> "Subject to the limitations below, the Commercial Units, Commercial Limited Common Elements, and Commercial Unit Limited Common Elements shall be used for any commercial purpose permitted by law, including, without limitation, the Master Charter, the HCDA Agreements, all business or professional license and permit requirements and the Vested Rules, and shall be consistent with the Project Quality Standard."

3. Limitations on Commercial Use. Section VI.D.2 of the Declaration is hereby amended and replaced in its entirety with the following:

> "2. **LIMITATIONS ON COMMERCIAL USE**. The following uses are not permitted uses within or of the Commercial Units or their Limited Common Elements:
>
> a. facilities for the sales or service of mobile homes or trailers;
>
> b. junkyards, scrap metal yards, automobile used parts sales facilities, motor vehicle dismantling operations, sanitary landfills, except that auto specialty stores or boutiques (with any one store or boutique not to exceed 10,000 square feet) that display only a limited number of automobiles on-site at any particular time may be permitted;
>
> c. dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, other than handling or reducing waste produced on the premises from authorized use in a clean and sanitary manner;
>
> d. salvage business;
>
> e. truck terminals and truck stop-type facilities, including truck parking lots (except as may be incidental to a use that is not prohibited);

f. tanning parlors, massage parlors, or any establishment which offers entertainment or service by nude or partially dressed male or female persons, except that this provision shall not preclude tanning and massage services offered by fully clothed, trained personnel as part of a legitimate fitness or health facility, or a day spa operation that also offers beauty, body care, skin care, or similar services;

g. 'adult entertainment uses,' which shall include, for the purposes of this Section, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (i) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are rated 'X' by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature (but not including the sale or rental of movies, films, or videos for private viewing); or (ii) sexually explicit games, toys, devices, or similar merchandise;

h. mini-warehouses and warehouse/distribution centers;

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

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

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

l. heavy machinery sales and storage facilities;

m. wood treating operations of any kind;

n. gambling operations;

o. flea markets, swap meets, or similar operations;

p. facilities where weapons or firearms are used or brought onto the premises in the ordinary course of business, including firing ranges and/or gun clubs; and

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

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

4. Façade Signage. Section X.J of the Declaration is hereby amended and replaced in its entirety with the following:

> "J. **FAÇADE SIGNAGE; COMMERCIAL UNIT OWNERS AND DEVELOPER.** Each Commercial Unit Owner shall have the exclusive right for the benefit of its Commercial Unit to install, maintain, repair, and replace (from time to time) signs and other displays on the exterior facade of the Parking Structure, and the Commercial Unit or the Limited Common Elements appurtenant solely thereto (individually, a '**Facade Sign**' and collectively, the '**Facade Signs**'), in a size and location as permitted by and subject to any zoning laws or other governmental requirements. The Facade Signs shall be consistent with the Project Quality Standard. All Facade Signs, to the extent not required to be insured by the Association, shall be insured at the exclusive cost of the Commercial Unit Owner installing such signage, unless insured by the Occupant of a Commercial Unit pursuant to the terms of the lease or other occupancy agreement. Any Commercial Unit Owner who exercises its right to install the Facade Sign pursuant to this Section shall be solely responsible for the lighting, installation, maintenance, and replacement, of its Facade Sign, and liable for the costs and repair of any damage to the Project proximately caused by such installation, maintenance, and replacement. Developer, during the Development Period, or the Commercial Director may establish and administer any comprehensive sign criteria and shall assume all duties relating to Facade Signs, including, without limitation, approval thereof. Notwithstanding anything herein provided to the contrary, any and all names and signage used at and/or located in the Project shall not (a) use any word or words from the Hawaiian language that contains a culturally inappropriate use of the Hawaiian word or words, or (b) contain a Hawaiian word or words that are substantially similar in spelling or pronunciation to a word or words that would be culturally inappropriate."

5. Easements. The first sentence of Article XIX of the Declaration is hereby amended and replaced with the following:

> "Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right to negotiate, designate, grant, convey, transfer, cancel, relocate, and otherwise deal with any and all easements and rights of way over, under, upon, across, and through the Project, or involving adjacent or neighboring parcels of land or adjacent or neighboring condominium projects, deemed necessary or desirable in Developer's sole discretion, or as may be required by a governmental entity, including, but not limited to, easements and/or rights of way for utilities, public purpose (i.e., pedestrian walkways, bus stops, stairs, ramps, paths, trails, bikeways, or other passageways), any public-type facility (e.g. for mail delivery), fire lane access, sanitary and storm sewers, retention ponds, cable television, refuse disposal, driveways, and parking areas."

6. Developer's Signage. Article XXV of the Declaration is hereby amended and replaced in its entirety with the following:

> "XXV. **RESERVED RIGHT TO INSTALL DEVELOPER'S SIGNAGE.**
>
> Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right, for the benefit of the

Project, to install, maintain, repair, replace, and approve of (from time to time) directional signage within the street level of the Project, identity signage, and canopy signage, and other signage within the Residential Limited Common Elements; subject to any zoning laws or other governmental requirements. With respect to all aspects of the signage, including, without limitation, the method of affixing the signage and extension of electrical service thereto, if applicable, such signage shall comply with the Project Quality Standard. Until such time that Developer shall provide notice that all Owners shall be obligated for the payment of Common Expenses as set forth in the Bylaws, Developer shall be responsible for lighting, installation, maintenance, and replacement of such residential signage as well as costs to repair any damage to the Project proximately caused by such installation, maintenance, and replacement of any residential signage and, after such notice, the Board shall be responsible for administering such obligations and assessing the costs thereof as a Residential Unit Class Expense. Notwithstanding anything herein provided to the contrary, any and all names and signage used at and/or located in the Project shall not (a) use any word or words from the Hawaiian language that contains a culturally inappropriate use of the Hawaiian word or words, or (b) contain a Hawaiian word or words that are substantially similar in spelling or pronunciation to a word or words that would be culturally inappropriate."

7. Art Murals. The following shall be added as a second paragraph to Article XXXV of the Declaration:

"Developer further reserves the right to install, repair, maintain, remove and/or replace art murals on the portion of the Common Elements consisting of the exterior wall of the Parking Structure facing Auahi Street in furtherance of any applicable requirements under the Permit; provided, however, that the design of any art mural shall be subject to Landowner's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed, and will be granted as long as the design of the mural is consistent with other murals in the area subject to the Kaiāulu 'o Kaka'ako Master Plan and the mural does not depict images of any of the following: nudity/ sexually explicit materials; consumption or use of alcohol, drug, and/or tobacco products; promotion or publicizing any illegal activities; profanities or obscene gestures; violence, gore, carnage; trademarked or business/organizational logos; political messages; Landowner's name, marks, and images; and religious imagery. Landowner may not assign its approval rights except to the Master Association on written notice to Developer (or the Association through the Board if applicable)."

8. Use of Proceeds. The following new Section XLVI.F is hereby added to the Declaration:

"F. **USE OF PROCEEDS**. To the extent not in conflict with any applicable provision of Hawaii Revised Statutes Chapter 672E, the Contractor Repair Act, any monetary damages or award paid to any Claimant in connection with a dispute arising out of an Alleged Defect shall first be applied toward the payment of the cost to repair the Alleged Defect prior to the payment of any legal or consulting fees incurred by Claimant in connection with such dispute."

The existing Sections XLVI.F (Waiver) and XLVI.G (Severability and Applicability) are renumbered as Sections XLVI.G and XLVI.H, respectively.

9. Exhibit "B". Exhibit "B" is hereby amended and replaced in its entirety with the Exhibit "B" attached hereto to (a) update the approximate net living areas of certain units and the approximate net lanai areas of certain Limited Common Element lanai areas; (b) recalculate the Common Interest and Class Common Interest as a result of such changes in net living area; (c) correct the numbering of certain storage rooms; (d) update the Unit Type and Unit Numbers of certain units; and (e) correct the number of bathrooms of certain units.

10. Amended and Restated Condominium Map. The Condominium Map is hereby amended, restated and replaced with the Condominium Map filed concurrently herewith. The amended and restated Condominium Map updates the following:

a. The Drawing Index on Sheet CPR-001 is amended to reflect the following:

i. Sheet CPR-410A on the Drawing Index shall be retitled "Tower Unit Type 10";

ii. Sheet CPR-412A on the Drawing Index shall be retitled "Tower Unit Type 12";

iii. Sheet CPR-422 on the Drawing Index shall be retitled "Tower Unit Type 10/12"; and

iv. A new Sheet CPR-424 shall be added to the Drawing Index titled "Tower Unit Type 10A/12A".

b. Sheet CPR-002 is amended to reflect (1) the increased total number of visitor parking stalls from 35 to 39, (2) the reduced number of residential parking stalls on Level 1 from 20 to 16, (3) the reduced number of total residential parking stalls from 866 to 862, and (4) shows the total number of electric vehicle ready parking stalls on each Level.

c. Sheet CPR-003 is amended to reflect the updated total area of the residential storage.

d. Sheet CPR-101A is amended to reflect the redesignation of Parking Stall Nos. 1028 through 1031, inclusive, from Residential Unit Limited Common Elements to Residential Limited Common Element visitor parking stalls.

e. Sheets CPR-400A, CPR-400C, CPR-401A, CPR-401B, CPR-401C, CPR-402A, CPR-402C, CPR-403A, CPR-403B, CPR-405A, CPR-405B, CPR-406, CPR-408, CPR-409A, CPR-409B, CPR-409C, CPR-410A, CPR-411A, CPR-411B, CPR-411C, CPR-412A, CPR-413A, CPR-413B, CPR-413C, CPR-414A, CPR-414B, CPR-415, CPR-417, CPR-418, CPR-419, CPR-420, CPR-421, CPR-422, CPR-423, and CPR-501 are hereby amended to reflect the updated net living area of Unit Types 00A, 00C, 01A, 01B, 01C, 02A, 02C, 03A, 03B, 05A, 05B, 06, 08, 09A, 09B, 09C, 10, 11A, 11B, 11C, 12, 13A, 13B, 13C, 14A, 14B, 15, 17, 18, 00A/01A, 00A/01B, 02A/06, 10/12, 10C/12C, and the Commercial Unit, respectively.

f. Sheets CPR-400C, CPR-401A, CPR-401C, CPR-402C, CPR-409C, CPR-411C, CPR-413B, CPR-413C, CPR-414A, CPR-414B, and CPR-423 are hereby amended to reflect the updated lanai area of Unit Types 00C, 01A, 01C, 02C, 09C, 11C, 13B, 13C, 14A, 14B, and 10C/12C, respectively.

g. Unit Types 10A and 12A are redesignated as Unit Types 10 and 12 on Sheets CPR-410A and CPR-412A, respectively.

h. Unit Type 10A/12A is redesignated as Unit Type 10/12 on Sheet CPR-422. Unit Numbers 810, 1010, 1210, 1410, 1610, 1810, 2010, and 2210 have been renumbered as Unit Numbers 812, 1012, 1212, 1412, 1612, 1812, 2012, and 2212, respectively.

i. Unit Type CPR-423 is amended to correct the total number of bathrooms for Unit Type 10C/12C from 3.5 to 2.5.

j. A new Sheet CPR-424 is added to reflect the floorplan of Unit Type 10A/12A and redesignating Unit 3910 as Unit Type 10A/12A.

k. Sheet CPR-5-02 is amended to reflect the updated total areas of the residential storage.

11. In conformance with Section 514B-34 of the Hawaii Revised Statutes, the Verified Statement of Registered Architect, which certifies that the Condominium Map, as amended hereby, fully and accurately depicts the layout, location, boundaries, dimensions, and number of the Units, is recorded concurrently herewith.

12. In all other respects, the Declaration shall remain unchanged and in full force and effect. Capitalized terms used herein, unless otherwise noted, shall have the meanings set forth in the Declaration, as amended.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has executed these presents on the date first above written.

888 ALIA OWNER, L.P., a Delaware limited partnership

By: 888 Ālia LLC, a Delaware limited liability company
Its authorized agent

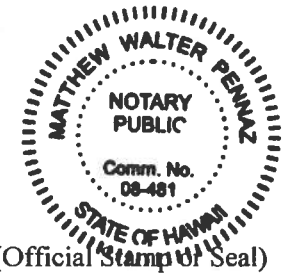
By: _____
Name: Alana Kobayashi Pakkala
Its: President

"Developer"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | SS:

On this 10th day of April, 2024, before me appeared Alana Kobayashi Pakkala, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



(Official Stamp or Seal)

Print Name: Matthew Walter Pennaz
Notary Public, in and for said State

My commission expires: 10/12/2024

NOTARY CERTIFICATION STATEMENT

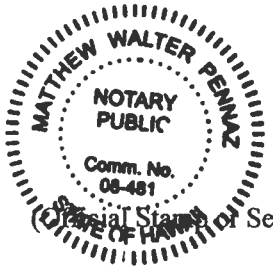
Document Identification or Description: FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA AND AMENDED AND RESTATED CONDOMINIUM MAP

Document Date: 5/23/2024 ~~or Undated at time of notarization~~.

No. of Pages: 36 Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

4/10/24
Date of Notarization and Certification Statement



(Official Stamp or Seal)

Matthew Walter Pennaz
Printed Name of Notary

My commission expires: 10/12/2024

EXHIBIT "B"

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

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
181	14B	2/2	1055, 1056			929	142	1,071	0.204289%
182	14A	2/2	1053, 1054			929	142	1,071	0.204289%
183	14B	2/2	1051, 1052			929	142	1,071	0.204289%
184	14A	2/2	1049, 1050			929	142	1,071	0.204289%
185	14B	2/2	1047, 1048			929	142	1,071	0.204289%
186	14A	2/2	1045, 1046			929	142	1,071	0.204289%
287	15	JR 1/1				476	0	476	0.104673%
288	16	1/1				500	0	500	0.109951%
289	15	JR 1/1				476	0	476	0.104673%
290	16	1/1				500	0	500	0.109951%
291	15	JR 1/1				476	0	476	0.104673%
292	16	1/1				500	0	500	0.109951%
293	15	JR 1/1				476	0	476	0.104673%
294	16	1/1				500	0	500	0.109951%
295	17	1/1				493	0	493	0.108411%
296	18	1/1				391	0	391	0.085981%
387	15	JR 1/1				476	0	476	0.104673%
388	16	1/1				500	0	500	0.109951%
389	15	JR 1/1				476	0	476	0.104673%
390	16	1/1				500	0	500	0.109951%
391	15	JR 1/1				476	0	476	0.104673%
392	16	1/1				500	0	500	0.109951%
393	15	JR 1/1				476	0	476	0.104673%
394	16	1/1				500	0	500	0.109951%
395	17	1/1				493	0	493	0.108411%
396	18	1/1				391	0	391	0.085981%
487	15	JR 1/1				476	0	476	0.104673%
488	16	1/1				500	0	500	0.109951%
489	15	JR 1/1				476	0	476	0.104673%
490	16	1/1				500	0	500	0.109951%
491	15	JR 1/1				476	0	476	0.104673%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
492	16	1/1				500	0	500	0.109951%
493	15	JR 1/1				476	0	476	0.104673%
494	16	1/1				500	0	500	0.109951%
495	17	1/1				493	0	493	0.108411%
496	18	1/1				391	0	391	0.085981%
587	15	JR 1/1				476	0	476	0.104673%
588	16	1/1				500	0	500	0.109951%
589	15	JR 1/1				476	0	476	0.104673%
590	16	1/1				500	0	500	0.109951%
591	15	JR 1/1				476	0	476	0.104673%
592	16	1/1				500	0	500	0.109951%
593	15	JR 1/1				476	0	476	0.104673%
594	16	1/1				500	0	500	0.109951%
595	17	1/1				493	0	493	0.108411%
596	18	1/1				391	0	391	0.085981%
600	00C	2/2	5168, 5169			1,235	161	1,396	0.271578%
601	01C	2/2.5	3176, 3177			1,148	179	1,327	0.252447%
602	02C	2/2	2153, 2154			931	134	1,065	0.204728%
609	09C	2/2+Den	5050, 5051			1,147	167	1,314	0.252227%
610	10C/12C	3/2.5+Den	4086, 4087, 5199		4087	1,581	235	1,816	0.347664%
611	11C	1/1.5	5131			764	113	877	0.168005%
613	13C	2/2	5125, 5126			959	135	1,094	0.210901%
700	00A	2/2	3129, 3130			1,235	184	1,419	0.271578%
701	01B	2/2.5	3042, 3043			1,148	127	1,275	0.252447%
702	02A	2/2	5149, 5150			931	0	931	0.204728%
703	03B	2/2.5+Den	2125, 2126			1,435	58	1,493	0.315559%
705	05B	1/1.5	4008			761	58	819	0.167345%
706	06	1/1	5015			617	0	617	0.135679%
707	07B	2/2.5	5044, 5045			1,148	58	1,206	0.252447%
708	08	2/2	5153, 5154			970	0	970	0.213304%
709*	09B	2/2+Den	4135, 4136			1,147	58	1,205	0.252227%
710	10/12	3/3.5+Den	5029, 5078, 5079		5078	1,581	89	1,670	0.347664%
711	11B	1/1.5	3058			764	58	822	0.168005%
713	13B	2/2	2014, 2015			959	137	1,096	0.210886%
800	00A	2/2	3127, 3128			1,235	184	1,419	0.271578%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
801	01A	2/2.5	3059, 3060			1,148	164	1,312	0.252447%
802	02A	2/2	5113, 5114			931	0	931	0.204728%
803	03A	2/2.5+Den	2123, 2124			1,435	90	1,525	0.315559%
805	05A	1/1.5	4033			761	64	825	0.167345%
806	06	1/1	5017			617	0	617	0.135679%
807	07A	2/2.5	5059, 5060			1,148	90	1,238	0.252447%
808	08	2/2	5157, 5158			970	0	970	0.213304%
809	09A	2/2+Den	4125, 4126			1,147	90	1,237	0.252227%
811	11A	1/1.5	2002			764	64	828	0.168005%
812	10/12	3/3.5+Den	4078, 4079, 5027		4078	1,581	89	1,670	0.347664%
813	13A	2/2	2029, 2030			959	142	1,101	0.210886%
900	00A	2/2	3006, 3007			1,235	184	1,419	0.271578%
901	01B	2/2.5	2074, 2075			1,148	127	1,275	0.252447%
902	02A	2/2	5115, 5116			931	0	931	0.204728%
903	03B	2/2.5+Den	2141, 2142			1,435	58	1,493	0.315559%
905	05B	1/1.5	4035			761	58	819	0.167345%
906	06	1/1	5030			617	0	617	0.135679%
907	07B	2/2.5	5190, 5191			1,148	58	1,206	0.252447%
908	08	2/2	4113, 4114			970	0	970	0.213304%
909	09B	2/2+Den	4137, 4138			1,147	58	1,205	0.252227%
910	10/12	3/3.5+Den	3078, 3079, 5014		3078	1,581	89	1,670	0.347664%
911	11B	1/1.5	2001			764	58	822	0.168005%
913	13B	2/2	5019, 5020			959	137	1,096	0.210886%
1000	00A	2/2	3139, 3140			1,235	184	1,419	0.271578%
1001	01A	2/2.5	5117, 5118			1,148	164	1,312	0.252447%
1002	02A	2/2	5151, 5152			931	0	931	0.204728%
1003	03A	2/2.5+Den	3099, 3100			1,435	90	1,525	0.315559%
1005	05A	1/1.5	4007			761	64	825	0.167345%
1006	06	1/1	5026			617	0	617	0.135679%
1007	07A	2/2.5	3019, 3020			1,148	90	1,238	0.252447%
1008	08	2/2	4153, 4154			970	0	970	0.213304%
1009	09A	2/2+Den	4121, 4122			1,147	90	1,237	0.252227%
1011	11A	1/1.5	2057			764	64	828	0.168005%
1012	10/12	3/3.5+Den	2078, 2079, 5018		2078	1,581	89	1,670	0.347664%
1013	13A	2/2	5031, 5032			959	142	1,101	0.210886%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1100	00A	2/2	3141, 3142			1,235	184	1,419	0.271578%
1101	01B	2/2.5	5147, 5148			1,148	127	1,275	0.252447%
1102	02A	2/2	5155, 5156			931	0	931	0.204728%
1103	03B	2/2.5+Den	4159, 4160			1,435	58	1,493	0.315559%
1105	05B	1/1.5	4123			761	58	819	0.167345%
1106	06	1/1	5002			617	0	617	0.135679%
1107	07B	2/2.5	3012, 3013			1,148	58	1,206	0.252447%
1108	08	2/2	4155, 4156			970	0	970	0.213304%
1109	09B	2/2+Den	4141, 4142			1,147	58	1,205	0.252227%
1110	10/12	3/3.5+Den	5061, 5080, 5081		5080	1,581	89	1,670	0.347664%
1111	11B	1/1.5	2058			764	58	822	0.168005%
1113	13B	2/2	5129, 5130			959	137	1,096	0.210886%
1200	00A	2/2	5161, 5162			1,235	184	1,419	0.271578%
1201	01A	2/2.5	3163, 3164			1,148	164	1,312	0.252447%
1202	02A	2/2	4149, 4150			931	0	931	0.204728%
1203	03A	2/2.5+Den	4109, 4110			1,435	90	1,525	0.315559%
1205	05A	1/1.5	4124			761	64	825	0.167345%
1206	06	1/1	5145			617	0	617	0.135679%
1207	07A	2/2.5	3008, 3009			1,148	90	1,238	0.252447%
1208	08	2/2	3149, 3150			970	0	970	0.213304%
1209	09A	2/2+Den	5099, 5100			1,147	90	1,237	0.252227%
1211	11A	1/1.5	5076			764	64	828	0.168005%
1212	10/12	3/3.5+Den	5001, 5082, 5083		5082	1,581	89	1,670	0.347664%
1213	13A	2/2	5033, 5034			959	142	1,101	0.210886%
1300	00A	2/2	5180, 5181			1,235	184	1,419	0.271578%
1301	01B	2/2.5	3111, 3112			1,148	127	1,275	0.252447%
1302	02A	2/2	4115, 4116			931	0	931	0.204728%
1303	03B	2/2.5+Den	4174, 4175			1,435	58	1,493	0.315559%
1305	05B	1/1.5	4041			761	58	819	0.167345%
1306	06	1/1	5069			617	0	617	0.135679%
1307	07B	2/2.5	3035, 3036			1,148	58	1,206	0.252447%
1308	08	2/2	3113, 3114			970	0	970	0.213304%
1309	09B	2/2+Den	5071, 5072			1,147	58	1,205	0.252227%
1310	10/12	3/3.5+Den	5086, 5087, 5146		5087	1,581	89	1,670	0.347664%
1311	11B	1/1.5	5197			764	58	822	0.168005%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1313	13B	2/2	5135, 5136			959	137	1,096	0.210886%
1400	00A	2/2	5174, 5175			1,235	184	1,419	0.271578%
1401	01A	2/2.5	3186, 3187			1,148	164	1,312	0.252447%
1402	02A	2/2	4151, 4152			931	0	931	0.204728%
1403	03A	2/2.5+Den	4168, 4169			1,435	90	1,525	0.315559%
1405	05A	1/1.5	4073			761	64	825	0.167345%
1406	06	1/1	5070			617	0	617	0.135679%
1407	07A	2/2.5	3125, 3126			1,148	90	1,238	0.252447%
1408	08	2/2	3151, 3152			970	0	970	0.213304%
1409	09A	2/2+Den	5042, 5043			1,147	90	1,237	0.252227%
1411	11A	1/1.5	5132			764	64	828	0.168005%
1412	10/12	3/3.5+Den	5068, 5096, 5097		5096	1,581	89	1,670	0.347664%
1413	13A	2/2	5123, 5124			959	142	1,101	0.210886%
1500	00A	2/2	4042, 4043			1,235	184	1,419	0.271578%
1501	01B	2/2.5	3184, 3185			1,148	127	1,275	0.252447%
1502	02A	2/2	4157, 4158			931	0	931	0.204728%
1503	03B	2/2.5+Den	3044, 3045			1,435	58	1,493	0.315559%
1505	05B	1/1.5	4197			761	58	819	0.167345%
1506	06	1/1	5194			617	0	617	0.135679%
1507	07B	2/2.5	3137, 3138			1,148	58	1,206	0.252447%
1508	08	2/2	3155, 3156			970	0	970	0.213304%
1509	09B	2/2+Den	5048, 5049			1,147	58	1,205	0.252227%
1510	10/12	3/3.5+Den	5094, 5095, 5192		5094	1,581	89	1,670	0.347664%
1511	11B	1/1.5	5025			764	58	822	0.168005%
1513	13B	2/2	5121, 5122			959	137	1,096	0.210886%
1600	00A	2/2	4044, 4045			1,235	184	1,419	0.271578%
1601	01A	2/2.5	3174, 3175			1,148	164	1,312	0.252447%
1602	02A	2/2	3115, 3116			931	0	931	0.204728%
1603	03A	2/2.5+Den	3103, 3104			1,435	90	1,525	0.315559%
1605	05A	1/1.5	4131			761	64	825	0.167345%
1606	06	1/1	5056			617	0	617	0.135679%
1607	07A	2/2.5	3121, 3122			1,148	90	1,238	0.252447%
1608	08	2/2	2149, 2150			970	0	970	0.213304%
1609	09A	2/2+Den	5101, 5102			1,147	90	1,237	0.252227%
1611	11A	1/1.5	5005			764	64	828	0.168005%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1612	10/12	3/3.5+Den	5088, 5089, 5193		5089	1,581	89	1,670	0.347664%
1613	13A	2/2	5141, 5142			959	142	1,101	0.210886%
1700	00A	2/2	4048, 4049			1,235	184	1,419	0.271578%
1701	01B	2/2.5	2003, 2004			1,148	127	1,275	0.252447%
1702	02A	2/2	3153, 3154			931	0	931	0.204728%
1703	03B	2/2.5+Den	3107, 3108			1,435	58	1,493	0.315559%
1705	05B	1/1.5	4005			761	58	819	0.167345%
1706	06	1/1	5200			617	0	617	0.135679%
1707	07B	2/2.5	4074, 4075			1,148	58	1,206	0.252447%
1708	08	2/2	2151, 2152			970	0	970	0.213304%
1709	09B	2/2+Den	5107, 5108			1,147	58	1,205	0.252227%
1710	10/12	3/3.5+Den	5092, 5093, 5196		5092	1,581	89	1,670	0.347664%
1711	11B	1/1.5	5039			764	58	822	0.168005%
1713	13B	2/2	4023, 4024			959	137	1,096	0.210886%
1800	00A	2/2	4103, 4104			1,235	184	1,419	0.271578%
1801	01A	2/2.5	2050, 2051			1,148	164	1,312	0.252447%
1802	02A	2/2	3157, 3158			931	0	931	0.204728%
1803	03A	2/2.5+Den	2071, 2072			1,435	90	1,525	0.315559%
1805	05A	1/1.5	4039			761	64	825	0.167345%
1806	06	1/1	5173			617	0	617	0.135679%
1807	07A	2/2.5	5159, 5160			1,148	90	1,238	0.252447%
1808	08	2/2	2155, 2156			970	0	970	0.213304%
1809	09A	2/2+Den	3021, 3022			1,147	90	1,237	0.252227%
1811	11A	1/1.5	5054			764	64	828	0.168005%
1812	10/12	3/3.5+Den	5055, 5090, 5091		5090	1,581	89	1,670	0.347664%
1813	13A	2/2	4010, 4011			959	142	1,101	0.210886%
1900	00A	2/2	4190, 4191			1,235	184	1,419	0.271578%
1901	01B	2/2.5	2046, 2047			1,148	127	1,275	0.252447%
1902	02A	2/2	2113, 2114			931	0	931	0.204728%
1903	03B	2/2.5+Den	3161, 3162			1,435	58	1,493	0.315559%
1905	05B	1/1.5	4098			761	58	819	0.167345%
1906	06	1/1	4061			617	0	617	0.135679%
1907	07B	2/2.5	5186, 5187			1,148	58	1,206	0.252447%
1908	08	2/2	2157, 2158			970	0	970	0.213304%
1909	09B	2/2+Den	3031, 3032			1,147	58	1,205	0.252227%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1910	10/12	3/3.5+Den	4080, 4081, 5057		4080	1,581	89	1,670	0.347664%
1911	11B	1/1.5	5098			764	58	822	0.168005%
1913	13B	2/2	4129, 4130			959	137	1,096	0.210886%
2000	00A	2/2	2023, 2024			1,235	184	1,419	0.271578%
2001	01A	2/2.5	2048, 2049			1,148	164	1,312	0.252447%
2002	02A	2/2	2115, 2116			931	0	931	0.204728%
2003	03A	2/2.5+Den	3166, 3167			1,435	90	1,525	0.315559%
2005	05A	1/1.5	3196			761	64	825	0.167345%
2006	06	1/1	4145			617	0	617	0.135679%
2007	07A	2/2.5	5119, 5120			1,148	90	1,238	0.252447%
2008	08	2/2	5052, 5053			970	0	970	0.213304%
2009	09A	2/2+Den	3033, 3034			1,147	90	1,237	0.252227%
2011	11A	1/1.5	5189			764	64	828	0.168005%
2012	10/12	3/3.5+Den	4082, 4083, 5058		4082	1,581	89	1,670	0.347664%
2013	13A	2/2	4127, 4128			959	142	1,101	0.210886%
2100	00A	2/2	2033, 2034			1,235	184	1,419	0.271578%
2101	01B	2/2.5	2190, 2191			1,148	127	1,275	0.252447%
2102	02A	2/2	4001, 4002			931	0	931	0.204728%
2103	03B	2/2.5+Den	3182, 3183			1,435	58	1,493	0.315559%
2105	05B	1/1.5	3131			761	58	819	0.167345%
2106	06	1/1	4070			617	0	617	0.135679%
2107	07B	2/2.5	4059, 4060			1,148	58	1,206	0.252447%
2108	08	2/2	4026, 4027			970	0	970	0.213304%
2109	09B	2/2+Den	4071, 4072			1,147	58	1,205	0.252227%
2110	10/12	3/3.5+Den	4096, 4097, 4146		4096	1,581	89	1,670	0.347664%
2111	11B	1/1.5	4012			764	58	822	0.168005%
2113	13B	2/2	4037, 4038			959	137	1,096	0.210886%
2200	00A	2/2	2035, 2036			1,235	184	1,419	0.271578%
2201	01A	2/2.5	2107, 2108			1,148	164	1,312	0.252447%
2202	02A	2/2	4014, 4015			931	0	931	0.204728%
2203	03A	2/2.5+Den	2042, 2043			1,435	90	1,525	0.315559%
2205	05A	1/1.5	3005			761	64	825	0.167345%
2206	06	1/1	4192			617	0	617	0.135679%
2207	07A	2/2.5	4107, 4108			1,148	90	1,238	0.252447%
2208	08	2/2	4057, 4058			970	0	970	0.213304%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2209	09A	2/2+Den	5111, 5112			1,147	90	1,237	0.252227%
2211	11A	1/1.5	4013			764	64	828	0.168005%
2212	10/12	3/3.5+Den	4069, 4094, 4095		4094	1,581	89	1,670	0.347664%
2213	13A	2/2	4139, 4140			959	142	1,101	0.210886%
2300	00A	2/2	2037, 2038			1,235	184	1,419	0.271578%
2301	01B	2/2.5	4170, 4171			1,148	127	1,275	0.252447%
2302	02A	2/2	4017, 4018			931	0	931	0.204728%
2303	03B	2/2.5+Den	2044, 2045			1,435	58	1,493	0.315559%
2305	05B	1/1.5	3039			761	58	819	0.167345%
2306	06	1/1	4193			617	0	617	0.135679%
2307	07B	2/2.5	2021, 2022			1,148	58	1,206	0.252447%
2308	08	2/2	4052, 4053			970	0	970	0.213304%
2309	09B	2/2+Den	5178, 5179			1,147	58	1,205	0.252227%
2310	10/12	3/3.5+Den	4068, 4088, 4089		4089	1,581	89	1,670	0.347664%
2311	11B	1/1.5	4009			764	58	822	0.168005%
2313	13B	2/2	5074, 5075			959	137	1,096	0.210886%
2400	00A	2/2	2121, 2122			1,235	184	1,419	0.271578%
2401	01A	2/2.5	4173, 4215			1,148	164	1,312	0.252447%
2402	02A	2/2	4029, 4030			931	0	931	0.204728%
2403	03A	2/2.5+Den	2059, 2060			1,435	90	1,525	0.315559%
2405	05A	1/1.5	3054			761	64	825	0.167345%
2406	06	1/1	4199			617	0	617	0.135679%
2407	07A	2/2.5	2031, 2032			1,148	90	1,238	0.252447%
2408	08	2/2	3014, 3015			970	0	970	0.213304%
2409	09A	2/2+Den	5176, 5177			1,147	90	1,237	0.252227%
2410	10	1/1	4194			550	0	550	0.120946%
2411	11A	1/1.5	4034			764	64	828	0.168005%
2412	12	2/2+Den	4092, 4093		4092	1,005	89	1,094	0.221001%
2413	13A	2/2	5003, 5004			959	142	1,101	0.210886%
2500	00A	2/2	4161, 4162			1,235	184	1,419	0.271578%
2501	01B	2/2.5	4147, 4148			1,148	127	1,275	0.252447%
2502	02A	2/2	4055, 4056			931	0	931	0.204728%
2503	03B	2/2.5+Den	2101, 2102			1,435	58	1,493	0.315559%
2505	05B	1/1.5	3098			761	58	819	0.167345%
2506	06	1/1	3145			617	0	617	0.135679%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2507	07B	2/2.5	2008, 2009			1,148	58	1,206	0.252447%
2508	08	2/2	3026, 3027			970	0	970	0.213304%
2509	09B	2/2+Den	4003, 4004			1,147	58	1,205	0.252227%
2510	10	1/1	4200			550	0	550	0.120946%
2511	11B	1/1.5	4036			764	58	822	0.168005%
2512	12	2/2+Den	4090, 4091		4090	1,005	89	1,094	0.221001%
2513	13B	2/2	5046, 5047			959	137	1,096	0.210886%
2600	00A	2/2	4180, 4181			1,235	184	1,419	0.271578%
2601	01A	2/2.5	2163, 2164			1,148	164	1,312	0.252447%
2602	02A	2/2	3001, 3002			931	0	931	0.204728%
2603	03A	2/2.5+Den	2105, 2106			1,435	90	1,525	0.315559%
2605	05A	1/1.5	2196			761	64	825	0.167345%
2606	06	1/1	3069			617	0	617	0.135679%
2607	07A	2/2.5	2133, 2134			1,148	90	1,238	0.252447%
2608	08	2/2	3055, 3056			970	0	970	0.213304%
2609	09A	2/2+Den	4050, 4051			1,147	90	1,237	0.252227%
2610	10	1/1	3061			550	0	550	0.120946%
2611	11A	1/1.5	4006			764	64	828	0.168005%
2612	12	2/2+Den	3080, 3081		3080	1,005	89	1,094	0.221001%
2613	13A	2/2	5103, 5104			959	142	1,101	0.210886%
2700	00A	2/2	4119, 4120			1,235	184	1,419	0.271578%
2701	01B	2/2.5	2166, 2167			1,148	127	1,275	0.252447%
2702	02A	2/2	3017, 3018			931	0	931	0.204728%
2703	03B	2/2.5+Den	4117, 4118			1,435	58	1,493	0.315559%
2705	05B	1/1.5	2073			761	58	819	0.167345%
2706	06	1/1	3070			617	0	617	0.135679%
2707	07B	2/2.5	2135, 2136			1,148	58	1,206	0.252447%
2708	08	2/2	2017, 2018			970	0	970	0.213304%
2709	09B	2/2+Den	4046, 4047			1,147	58	1,205	0.252227%
2710	10	1/1	3146			550	0	550	0.120946%
2711	11B	1/1.5	4040			764	58	822	0.168005%
2712	12	2/2+Den	3082, 3083		3082	1,005	89	1,094	0.221001%
2713	13B	2/2	5105, 5106			959	137	1,096	0.210886%
2800	00A	2/2	4182, 4183			1,235	184	1,419	0.271578%
2801	01A	2/2.5	2111, 2112			1,148	164	1,312	0.252447%
2802	02A	2/2	3029, 3030			931	0	931	0.204728%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2803	03A	2/2.5+Den	4143, 4144			1,435	90	1,525	0.315559%
2805	05A	1/1.5	2076			761	64	825	0.167345%
2806	06	1/1	3193			617	0	617	0.135679%
2807	07A	2/2.5	2137, 2138			1,148	90	1,238	0.252447%
2808	08	2/2	2052, 2053			970	0	970	0.213304%
2809	09A	2/2+Den	4101, 4102			1,147	90	1,237	0.252227%
2810	10	1/1	3068			550	0	550	0.120946%
2811	11A	1/1.5	4196			764	64	828	0.168005%
2812	12	2/2+Den	3086, 3087		3087	1,005	89	1,094	0.221001%
2813	13A	2/2	3023, 3024			959	142	1,101	0.210886%
2900	00A	2/2	3050, 3051			1,235	184	1,419	0.271578%
2901	01B	2/2.5	2186, 2187			1,148	127	1,275	0.252447%
2902	02A	2/2	3052, 3053			931	0	931	0.204728%
2903	03B	2/2.5+Den	2161, 2162			1,435	58	1,493	0.315559%
2905	05B	1/1.5	2197			761	58	819	0.167345%
2906	06	1/1	3199			617	0	617	0.135679%
2907	07B	2/2.5	2040, 2041			1,148	58	1,206	0.252447%
2908	08	2/2	5023, 5024			970	0	970	0.213304%
2909	09B	2/2+Den	2019, 2020			1,147	58	1,205	0.252227%
2910	10	1/1	3192			550	0	550	0.120946%
2911	11B	1/1.5	4076			764	58	822	0.168005%
2912	12	2/2+Den	3096, 3097		3096	1,005	89	1,094	0.221001%
2913	13B	2/2	3010, 3011			959	137	1,096	0.210886%
3000	00A	2/2	3101, 3102			1,235	184	1,419	0.271578%
3001	01A	2/2.5	2109, 2110			1,148	164	1,312	0.252447%
3002	02A	2/2	2026, 2027			931	0	931	0.204728%
3003	03A	2/2.5+Den	2159, 2160			1,435	90	1,525	0.315559%
3005	05A	1/1.5	2132			761	64	825	0.167345%
3006	06	1/1	2061			617	0	617	0.135679%
3007	07A	2/2.5	3071, 3072			1,148	90	1,238	0.252447%
3008	08	2/2	5012, 5013			970	0	970	0.213304%
3009	09A	2/2+Den	2012, 2013			1,147	90	1,237	0.252227%
3010	10	1/1	3200			550	0	550	0.120946%
3011	11A	1/1.5	4132			764	64	828	0.168005%
3012	12	2/2+Den	3094, 3095		3094	1,005	89	1,094	0.221001%
3013	13A	2/2	3133, 3134			959	142	1,101	0.210886%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3100	00A	2/2	3190, 3191			1,235	184	1,419	0.271578%
3101	01B	2/2.5	2178, 2179			1,148	127	1,275	0.252447%
3102	02A	2/2	2055, 2056			931	0	931	0.204728%
3103	03B	2/2.5+Den	2180, 2181			1,435	58	1,493	0.315559%
3105	05B	1/1.5	2131			761	58	819	0.167345%
3106	06	1/1	2146			617	0	617	0.135679%
3107	07B	2/2.5	4166, 4167			1,148	58	1,206	0.252447%
3108	08	2/2	5008, 5009			970	0	970	0.213304%
3109	09B	2/2+Den	2010, 2011			1,147	58	1,205	0.252227%
3110	10	1/1	2145			550	0	550	0.120946%
3111	11B	1/1.5	4025			764	58	822	0.168005%
3112	12	2/2+Den	3088, 3089		3089	1,005	89	1,094	0.221001%
3113	13B	2/2	3135, 3136			959	137	1,096	0.210886%
3200	00A	2/2	2099, 2100			1,235	184	1,419	0.271578%
3201	01A	2/2.5	2174, 2175			1,148	164	1,312	0.252447%
3202	02A	2/2	5021, 5022			931	0	931	0.204728%
3203	03A	2/2.5+Den	2184, 2185			1,435	90	1,525	0.315559%
3205	05A	1/1.5	2025			761	64	825	0.167345%
3206	06	1/1	2068			617	0	617	0.135679%
3207	07A	2/2.5	4184, 4185			1,148	90	1,238	0.252447%
3208	08	2/2	5127, 5128			970	0	970	0.213304%
3209	09A	2/2+Den	2129, 2130			1,147	90	1,237	0.252227%
3210	10	1/1	2069			550	0	550	0.120946%
3211	11A	1/1.5	4054			764	64	828	0.168005%
3212	12	2/2+Den	3092, 3093		3092	1,005	89	1,094	0.221001%
3213	13A	2/2	3037, 3038			959	142	1,101	0.210886%
3300	00A	2/2	5143, 5144			1,235	184	1,419	0.271578%
3301	01B	2/2.5	2182, 2183			1,148	127	1,275	0.252447%
3302	02A	2/2	5010, 5011			931	0	931	0.204728%
3303	03B	2/2.5+Den	2119, 2120			1,435	58	1,493	0.315559%
3305	05B	1/1.5	2005			761	58	819	0.167345%
3306	06	1/1	2192			617	0	617	0.135679%
3307	07B	2/2.5	4178, 4179			1,148	58	1,206	0.252447%
3308	08	2/2	5006, 5007			970	0	970	0.213304%
3309	09B	2/2+Den	2127, 2128			1,147	58	1,205	0.252227%
3310	10	1/1	2070			550	0	550	0.120946%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3311	11B	1/1.5	4189			764	58	822	0.168005%
3312	12	2/2+Den	3090, 3091		3090	1,005	89	1,094	0.221001%
3313	13B	2/2	3123, 3124			959	137	1,096	0.210886%
3401	00A/01A	3/3.5	3117, 3118, 3159, 3160			2,470	355	2,825	0.543157%
3402	02A	2/2	5133, 5134			931	0	931	0.204728%
3403	03A	2/2.5+Den	2176, 2177			1,435	90	1,525	0.315559%
3405	05A	1/1.5	2039			761	64	825	0.167345%
3406	06	1/1	2200			617	0	617	0.135679%
3407	07A	2/2.5	4176, 4177			1,148	90	1,238	0.252447%
3408	08	2/2	5137, 5138			970	0	970	0.213304%
3409	09A	2/2+Den	2006, 2007			1,147	90	1,237	0.252227%
3410	10	1/1	2193			550	0	550	0.120946%
3411	11A	1/1.5	3073			764	64	828	0.168005%
3412	12	2/2+Den	2080, 2081		2080	1,005	89	1,094	0.221001%
3413	13A	2/2	3040, 3041			959	142	1,101	0.210886%
3501	00A/01B	3/3.5	3173, 3180, 3181, 3215			2,470	313	2,783	0.543157%
3502	02A	2/2	5035, 5036			931	0	931	0.204728%
3503	03B	2/2.5+Den	2168, 2169			1,435	58	1,493	0.315559%
3505	05B	1/1.5	2054			761	58	819	0.167345%
3506	06	1/1	5073			617	0	617	0.135679%
3507	07B	2/2.5	3003, 3004			1,148	58	1,206	0.252447%
3508	08	2/2	5139, 5140			970	0	970	0.213304%
3509	09B	2/2+Den	2139, 2140			1,147	58	1,205	0.252227%
3510	10	1/1	2199			550	0	550	0.120946%
3511	11B	1/1.5	3076			764	58	822	0.168005%
3512	12	2/2+Den	2082, 2083		2082	1,005	89	1,094	0.221001%
3513	13B	2/2	4099, 4100			959	137	1,096	0.210886%
3601	00A/01A	3/3.5	3109, 3110, 3147, 3148			2,470	355	2,825	0.543157%
3602	02A	2/2	5037, 5038			931	0	931	0.204728%
3603	03A	2/2.5+Den	3170, 3171			1,435	90	1,525	0.315559%
3605	05A	1/1.5	4111			761	64	825	0.167345%
3606	06	1/1	4165			617	0	617	0.135679%
3607	07A	2/2.5	3048, 3049			1,148	90	1,238	0.252447%
3608	08	2/2	4019, 4020			970	0	970	0.213304%
3609	09A	2/2+Den	3074, 3075			1,147	90	1,237	0.252227%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3610	10	1/1	5188			550	0	550	0.120946%
3611	11A	1/1.5	3197			764	64	828	0.168005%
3612	12	2/2+Den	2086, 2087		2087	1,005	89	1,094	0.221001%
3613	13A	2/2	5166, 5167			959	142	1,101	0.210886%
3701	00A/01B	3/3.5	2170, 2171, 3119, 3120			2,470	313	2,783	0.543157%
3702	02A	2/2	5040, 5041			931	0	931	0.204728%
3703	03B	2/2.5+Den	3143, 3144			1,435	58	1,493	0.315559%
3705	05B	1/1.5	4112			761	58	819	0.167345%
3706	06	1/1	3194			617	0	617	0.135679%
3707	07B	2/2.5	3105, 3106			1,148	58	1,206	0.252447%
3708	08	2/2	4031, 4032			970	0	970	0.213304%
3709	09B	2/2+Den	4163, 4164			1,147	58	1,205	0.252227%
3710	10	1/1	4188			550	0	550	0.120946%
3711	11B	1/1.5	3132			764	58	822	0.168005%
3712	12	2/2+Den	2096, 2097		2096	1,005	89	1,094	0.221001%
3713	13B	2/2	5184, 5185			959	137	1,096	0.210886%
3801	00A/01A	3/3.5	2173, 2215, 3168, 3169			2,470	355	2,825	0.543157%
3802	02A	2/2	4021, 4022			931	0	931	0.204728%
3803	03A	2/2.5+Den	2117, 2118			1,435	90	1,525	0.315559%
3805	05A	1/1.5	2098			761	64	825	0.167345%
3806	06	1/1	3057			617	0	617	0.135679%
3807	07A	2/2.5	5170, 5171			1,148	90	1,238	0.252447%
3808	08	2/2	4133, 4134			970	0	970	0.213304%
3809	09A	2/2+Den	4186, 4187			1,147	90	1,237	0.252227%
3810	10	1/1	3165			550	0	550	0.120946%
3811	11A	1/1.5	3025			764	64	828	0.168005%
3812	12	2/2+Den	2088, 2089		2089	1,005	89	1,094	0.221001%
3813	13A	2/2	5182, 5183			959	142	1,101	0.210886%
3901	00A/01A	3/3.5	2103, 2104, 2143, 2144			2,470	355	2,825	0.543157%
3902	02A/06	3/3	2094, 2095, 2194		2094	1,557	0	1,557	0.342387%
3903	03A	2/2.5+Den	2147, 2148			1,435	90	1,525	0.315559%
3905	05A	1/1.5	2189			761	64	825	0.167345%
3907	07A	2/2.5	3178, 3179			1,148	90	1,238	0.252447%
3908	08	2/2	2092, 2093		2092	970	0	970	0.213304%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3909	09A	2/2+Den	3046, 3047			1,147	90	1,237	0.252227%
3910	10A/12A	3/3+Den	2090, 2091, 2165		2090	1,581	89	1,670	0.347664%
3911	11A	1/1.5	3189			764	64	828	0.168005%
3913	13A	2/2	4105, 4106			959	142	1,101	0.210886%
CU						3,149	0	3,149	0.692470%
Total						454,749			100.000000%

*Resident Manager Unit

A. RESIDENTIAL UNIT CLASS COMMON INTEREST

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
181	929	0.205713%
182	929	0.205713%
183	929	0.205713%
184	929	0.205713%
185	929	0.205713%
186	929	0.205713%
287	476	0.105403%
288	500	0.110717%
289	476	0.105403%
290	500	0.110717%
291	476	0.105403%
292	500	0.110717%
293	476	0.105403%
294	500	0.110717%
295	493	0.109167%
296	391	0.086581%
387	476	0.105403%
388	500	0.110717%
389	476	0.105403%
390	500	0.110717%
391	476	0.105403%
392	500	0.110717%
393	476	0.105403%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
394	500	0.110717%
395	493	0.109167%
396	391	0.086581%
487	476	0.105403%
488	500	0.110717%
489	476	0.105403%
490	500	0.110717%
491	476	0.105403%
492	500	0.110717%
493	476	0.105403%
494	500	0.110717%
495	493	0.109167%
496	391	0.086581%
587	476	0.105403%
588	500	0.110717%
589	476	0.105403%
590	500	0.110717%
591	476	0.105403%
592	500	0.110717%
593	476	0.105403%
594	500	0.110717%
595	493	0.109167%
596	391	0.086581%
600	1,235	0.273472%
601	1,148	0.254207%
602	931	0.206156%
609	1,147	0.253986%
610	1,581	0.350089%
611	764	0.169176%
613	959	0.212390%
700	1,235	0.273472%
701	1,148	0.254207%
702	931	0.206156%
703	1,435	0.317759%
705	761	0.168512%
706	617	0.136625%
707	1,148	0.254207%
708	970	0.214792%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
709	1,147	0.253986%
710	1,581	0.350089%
711	764	0.169176%
713	959	0.212356%
800	1,235	0.273472%
801	1,148	0.254207%
802	931	0.206156%
803	1,435	0.317759%
805	761	0.168512%
806	617	0.136625%
807	1,148	0.254207%
808	970	0.214792%
809	1,147	0.253986%
811	764	0.169176%
812	1,581	0.350089%
813	959	0.212356%
900	1,235	0.273472%
901	1,148	0.254207%
902	931	0.206156%
903	1,435	0.317759%
905	761	0.168512%
906	617	0.136625%
907	1,148	0.254207%
908	970	0.214792%
909	1,147	0.253986%
910	1,581	0.350089%
911	764	0.169176%
913	959	0.212356%
1000	1,235	0.273472%
1001	1,148	0.254207%
1002	931	0.206156%
1003	1,435	0.317759%
1005	761	0.168512%
1006	617	0.136625%
1007	1,148	0.254207%
1008	970	0.214792%
1009	1,147	0.253986%
1011	764	0.169176%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1012	1,581	0.350089%
1013	959	0.212356%
1100	1,235	0.273472%
1101	1,148	0.254207%
1102	931	0.206156%
1103	1,435	0.317759%
1105	761	0.168512%
1106	617	0.136625%
1107	1,148	0.254207%
1108	970	0.214792%
1109	1,147	0.253986%
1110	1,581	0.350089%
1111	764	0.169176%
1113	959	0.212356%
1200	1,235	0.273472%
1201	1,148	0.254207%
1202	931	0.206156%
1203	1,435	0.317759%
1205	761	0.168512%
1206	617	0.136625%
1207	1,148	0.254207%
1208	970	0.214792%
1209	1,147	0.253986%
1211	764	0.169176%
1212	1,581	0.350089%
1213	959	0.212356%
1300	1,235	0.273472%
1301	1,148	0.254207%
1302	931	0.206156%
1303	1,435	0.317759%
1305	761	0.168512%
1306	617	0.136625%
1307	1,148	0.254207%
1308	970	0.214792%
1309	1,147	0.253986%
1310	1,581	0.350089%
1311	764	0.169176%
1313	959	0.212356%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1400	1,235	0.273472%
1401	1,148	0.254207%
1402	931	0.206156%
1403	1,435	0.317759%
1405	761	0.168512%
1406	617	0.136625%
1407	1,148	0.254207%
1408	970	0.214792%
1409	1,147	0.253986%
1411	764	0.169176%
1412	1,581	0.350089%
1413	959	0.212356%
1500	1,235	0.273472%
1501	1,148	0.254207%
1502	931	0.206156%
1503	1,435	0.317759%
1505	761	0.168512%
1506	617	0.136625%
1507	1,148	0.254207%
1508	970	0.214792%
1509	1,147	0.253986%
1510	1,581	0.350089%
1511	764	0.169176%
1513	959	0.212356%
1600	1,235	0.273472%
1601	1,148	0.254207%
1602	931	0.206156%
1603	1,435	0.317759%
1605	761	0.168512%
1606	617	0.136625%
1607	1,148	0.254207%
1608	970	0.214792%
1609	1,147	0.253986%
1611	764	0.169176%
1612	1,581	0.350089%
1613	959	0.212356%
1700	1,235	0.273472%
1701	1,148	0.254207%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1702	931	0.206156%
1703	1,435	0.317759%
1705	761	0.168512%
1706	617	0.136625%
1707	1,148	0.254207%
1708	970	0.214792%
1709	1,147	0.253986%
1710	1,581	0.350089%
1711	764	0.169176%
1713	959	0.212356%
1800	1,235	0.273472%
1801	1,148	0.254207%
1802	931	0.206156%
1803	1,435	0.317759%
1805	761	0.168512%
1806	617	0.136625%
1807	1,148	0.254207%
1808	970	0.214792%
1809	1,147	0.253986%
1811	764	0.169176%
1812	1,581	0.350089%
1813	959	0.212356%
1900	1,235	0.273472%
1901	1,148	0.254207%
1902	931	0.206156%
1903	1,435	0.317759%
1905	761	0.168512%
1906	617	0.136625%
1907	1,148	0.254207%
1908	970	0.214792%
1909	1,147	0.253986%
1910	1,581	0.350089%
1911	764	0.169176%
1913	959	0.212356%
2000	1,235	0.273472%
2001	1,148	0.254207%
2002	931	0.206156%
2003	1,435	0.317759%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2005	761	0.168512%
2006	617	0.136625%
2007	1,148	0.254207%
2008	970	0.214792%
2009	1,147	0.253986%
2011	764	0.169176%
2012	1,581	0.350089%
2013	959	0.212356%
2100	1,235	0.273472%
2101	1,148	0.254207%
2102	931	0.206156%
2103	1,435	0.317759%
2105	761	0.168512%
2106	617	0.136625%
2107	1,148	0.254207%
2108	970	0.214792%
2109	1,147	0.253986%
2110	1,581	0.350089%
2111	764	0.169176%
2113	959	0.212356%
2200	1,235	0.273472%
2201	1,148	0.254207%
2202	931	0.206156%
2203	1,435	0.317759%
2205	761	0.168512%
2206	617	0.136625%
2207	1,148	0.254207%
2208	970	0.214792%
2209	1,147	0.253986%
2211	764	0.169176%
2212	1,581	0.350089%
2213	959	0.212356%
2300	1,235	0.273472%
2301	1,148	0.254207%
2302	931	0.206156%
2303	1,435	0.317759%
2305	761	0.168512%
2306	617	0.136625%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2307	1,148	0.254207%
2308	970	0.214792%
2309	1,147	0.253986%
2310	1,581	0.350089%
2311	764	0.169176%
2313	959	0.212356%
2400	1,235	0.273472%
2401	1,148	0.254207%
2402	931	0.206156%
2403	1,435	0.317759%
2405	761	0.168512%
2406	617	0.136625%
2407	1,148	0.254207%
2408	970	0.214792%
2409	1,147	0.253986%
2410	550	0.121789%
2411	764	0.169176%
2412	1,005	0.222542%
2413	959	0.212356%
2500	1,235	0.273472%
2501	1,148	0.254207%
2502	931	0.206156%
2503	1,435	0.317759%
2505	761	0.168512%
2506	617	0.136625%
2507	1,148	0.254207%
2508	970	0.214792%
2509	1,147	0.253986%
2510	550	0.121789%
2511	764	0.169176%
2512	1,005	0.222542%
2513	959	0.212356%
2600	1,235	0.273472%
2601	1,148	0.254207%
2602	931	0.206156%
2603	1,435	0.317759%
2605	761	0.168512%
2606	617	0.136625%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2607	1,148	0.254207%
2608	970	0.214792%
2609	1,147	0.253986%
2610	550	0.121789%
2611	764	0.169176%
2612	1,005	0.222542%
2613	959	0.212356%
2700	1,235	0.273472%
2701	1,148	0.254207%
2702	931	0.206156%
2703	1,435	0.317759%
2705	761	0.168512%
2706	617	0.136625%
2707	1,148	0.254207%
2708	970	0.214792%
2709	1,147	0.253986%
2710	550	0.121789%
2711	764	0.169176%
2712	1,005	0.222542%
2713	959	0.212356%
2800	1,235	0.273472%
2801	1,148	0.254207%
2802	931	0.206156%
2803	1,435	0.317759%
2805	761	0.168512%
2806	617	0.136625%
2807	1,148	0.254207%
2808	970	0.214792%
2809	1,147	0.253986%
2810	550	0.121789%
2811	764	0.169176%
2812	1,005	0.222542%
2813	959	0.212356%
2900	1,235	0.273472%
2901	1,148	0.254207%
2902	931	0.206156%
2903	1,435	0.317759%
2905	761	0.168512%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2906	617	0.136625%
2907	1,148	0.254207%
2908	970	0.214792%
2909	1,147	0.253986%
2910	550	0.121789%
2911	764	0.169176%
2912	1,005	0.222542%
2913	959	0.212356%
3000	1,235	0.273472%
3001	1,148	0.254207%
3002	931	0.206156%
3003	1,435	0.317759%
3005	761	0.168512%
3006	617	0.136625%
3007	1,148	0.254207%
3008	970	0.214792%
3009	1,147	0.253986%
3010	550	0.121789%
3011	764	0.169176%
3012	1,005	0.222542%
3013	959	0.212356%
3100	1,235	0.273472%
3101	1,148	0.254207%
3102	931	0.206156%
3103	1,435	0.317759%
3105	761	0.168512%
3106	617	0.136625%
3107	1,148	0.254207%
3108	970	0.214792%
3109	1,147	0.253986%
3110	550	0.121789%
3111	764	0.169176%
3112	1,005	0.222542%
3113	959	0.212356%
3200	1,235	0.273472%
3201	1,148	0.254207%
3202	931	0.206156%
3203	1,435	0.317759%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3205	761	0.168512%
3206	617	0.136625%
3207	1,148	0.254207%
3208	970	0.214792%
3209	1,147	0.253986%
3210	550	0.121789%
3211	764	0.169176%
3212	1,005	0.222542%
3213	959	0.212356%
3300	1,235	0.273472%
3301	1,148	0.254207%
3302	931	0.206156%
3303	1,435	0.317759%
3305	761	0.168512%
3306	617	0.136625%
3307	1,148	0.254207%
3308	970	0.214792%
3309	1,147	0.253986%
3310	550	0.121789%
3311	764	0.169176%
3312	1,005	0.222542%
3313	959	0.212356%
3401	2,470	0.546944%
3402	931	0.206156%
3403	1,435	0.317759%
3405	761	0.168512%
3406	617	0.136625%
3407	1,148	0.254207%
3408	970	0.214792%
3409	1,147	0.253986%
3410	550	0.121789%
3411	764	0.169176%
3412	1,005	0.222542%
3413	959	0.212356%
3501	2,470	0.546944%
3502	931	0.206156%
3503	1,435	0.317759%
3505	761	0.168512%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3506	617	0.136625%
3507	1,148	0.254207%
3508	970	0.214792%
3509	1,147	0.253986%
3510	550	0.121789%
3511	764	0.169176%
3512	1,005	0.222542%
3513	959	0.212356%
3601	2,470	0.546944%
3602	931	0.206156%
3603	1,435	0.317759%
3605	761	0.168512%
3606	617	0.136625%
3607	1,148	0.254207%
3608	970	0.214792%
3609	1,147	0.253986%
3610	550	0.121789%
3611	764	0.169176%
3612	1,005	0.222542%
3613	959	0.212356%
3701	2,470	0.546944%
3702	931	0.206156%
3703	1,435	0.317759%
3705	761	0.168512%
3706	617	0.136625%
3707	1,148	0.254207%
3708	970	0.214792%
3709	1,147	0.253986%
3710	550	0.121789%
3711	764	0.169176%
3712	1,005	0.222542%
3713	959	0.212356%
3801	2,470	0.546944%
3802	931	0.206156%
3803	1,435	0.317759%
3805	761	0.168512%
3806	617	0.136625%
3807	1,148	0.254207%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3808	970	0.214792%
3809	1,147	0.253986%
3810	550	0.121789%
3811	764	0.169176%
3812	1,005	0.222542%
3813	959	0.212356%
3901	2,470	0.546944%
3902	1,557	0.344774%
3903	1,435	0.317759%
3905	761	0.168512%
3907	1,148	0.254207%
3908	970	0.214792%
3909	1,147	0.253986%
3910	1,581	0.350089%
3911	764	0.169176%
3913	959	0.212356%
Total	451,600	100.000000%

B. COMMERCIAL UNIT CLASS COMMON INTEREST

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
CU	3,149	100.000000%
Total	3,149	100.000000%

A. **LAYOUT AND FLOOR PLANS OF UNITS.** Each Residential Unit has the number of bedrooms and bathrooms noted above. The layouts and floor plans of each Unit are depicted on the Condominium Map. None of the Units have a basement.

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

C. **COMMON INTEREST.** The Common Interest for each of the four hundred fifty-eight (458) Units (including the Commercial Unit and the Residential Units) in the Project is calculated by dividing the approximate net living area of the Unit by the total net living area of all the Units in the Project. In order to permit the Common Interest to equal one hundred percent (100%), the Common Interest attributable to Unit 613 was increased by 0.000015%.

D. **COMMERCIAL UNIT CLASS COMMON INTEREST AND RESIDENTIAL UNIT CLASS COMMON INTEREST.** The Commercial Unit Class Common Interest is calculated by dividing the approximate net living area of the Commercial Unit by the total approximate net living area of all Commercial Units in the Project. The Residential Unit Class Common Interest is calculated by dividing the approximate net living area of the Residential Unit by the total net living area of all Residential Units in the Project. In order to permit the Residential Unit Class Common Interest to equal one hundred percent (100%), the Residential Unit Class Common Interest attributable to Unit 613 was increased by 0.000034%.

E. **PARKING STALLS, STORAGE LOCKERS, AND STORAGE ROOMS.** The Condominium Map depicts the location, type, and number of parking stalls, storage lockers, and storage rooms in the Project. Numbered parking stalls, storage lockers, and storage rooms designated on the Condominium Map as "Residential Unit Limited Common Elements" not otherwise identified above as a Limited Common Element to a specific Unit are Limited Common Elements appurtenant to Unit 709 (Resident Manager Unit). Developer has the reserved right to redesignate and reassign parking stalls, storage lockers, and storage rooms currently designated as Limited Common Elements appurtenant to Unit 709 (Resident Manager Unit), to other Residential Units in the Project as Limited Common Elements appurtenant to such Residential Units.

END OF EXHIBIT "B"

Declaration of Condominium Property Regime of Ālia at 888 Ala Moana, as may be amended 11.21.2022

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
BUREAU OF CONVEYANCES
DOCUMENT NO. Doc A - 83600884-85
DATE & TIME November 21, 2022 1:05 PM

LAND COURT SYSTEM | REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL ( ) PICK-UP (X)

Imanaka Asato, LLLC
745 Fort Street, 17th Floor
Honolulu, Hawaii 96813
(808) 521-9500 (OTI)

Tax Map Key Nos. (1) 2-1-056: 014, 015, 016

Total Pages: 116

DECLARATION OF CONDOMINIUM PROPERTY REGIME OF

ĀLIA AT 888 ALA MOANA

TABLE OF CONTENTS

I. USE OF DEFINED TERMS; DEFINED TERMS 2
A. USE OF DEFINED TERMS 2
B. DEFINED TERMS 3
II. DESCRIPTION AND DIVISION OF THE PROJECT 11
A. DESCRIPTION OF THE PROJECT 11
B. DESCRIPTION OF THE UNITS 11
C. COMMON ELEMENTS 12
D. LIMITED COMMON ELEMENTS 13
III. COMMON INTEREST; CLASS COMMON INTEREST 16
A. COMMON INTEREST 16
B. CLASS COMMON INTEREST 16
IV. EASEMENTS AND LICENSES 17
A. EASEMENTS IN THE COMMON ELEMENTS AND OTHER UNITS 17
B. EASEMENTS IN CERTAIN LIMITED COMMON ELEMENTS FOR UTILITIES AND SUPPORT 17
C. EASEMENT FOR ENCROACHMENTS 17
D. EASEMENT THROUGH PROJECT GROUNDS AND PARKING STRUCTURE 17
E. EASEMENT FOR COMMERCIAL UNIT VENDORS, EMPLOYEES, CUSTOMERS, AND GUESTS 18
F. EASEMENT FOR ACCESS TO UNITS AND LIMITED COMMON ELEMENTS 18
G. EASEMENT AFFECTING COMMON ELEMENTS 18
H. EASEMENTS THROUGH OR BENEFITTING ADJACENT LANDS 18
I. DEVELOPER'S EASEMENT TO COMPLETE IMPROVEMENTS TO THE PROJECT 19
J. DEVELOPER'S EASEMENT FOR NOISE AND DUST 19
K. DEVELOPER'S EASEMENT FOR SALES ACTIVITIES 19
L. EASEMENTS FOR COMMUNITY SYSTEMS AND TELECOMMUNICATIONS AND RIGHT TO ENTER INTO UTILITY CONTRACTS 20
M. EASEMENTS PURSUANT TO THE MASTER CHARTER 20
N. DEVELOPER'S ADDITIONAL EASEMENTS AND RIGHTS TO ACCEPT, GRANT, AND MODIFY EASEMENTS, LICENSES, AND RIGHTS OF ENTRY. 20
O. LICENSE TO OCCUPANTS 20
P. DEVELOPER'S LICENSE TO USE RECREATIONAL AMENITIES 21
Q. CONSENT OF OTHER PERSONS 21
R. NO DEDICATION 21
S. DEVELOPER'S EASEMENT TO EXERCISE RESERVED RIGHTS 21
V. ALTERATION AND TRANSFER OF INTEREST 21
VI. USE 22
A. PROJECT; IN GENERAL 22
B. USE OF PARKING STRUCTURE 23
C. RESIDENTIAL UNITS AND LIMITED COMMON ELEMENTS 23
D. COMMERCIAL UNITS AND LIMITED COMMON ELEMENTS 25
E. USE OF COMMON ELEMENTS 26
F. USE OF LIMITED COMMON ELEMENTS 26
G. SEPARATION, COMBINATION OF UNITS; TRANSFER OF INTEREST 27
H. ADA COMPLIANCE 27
I. NUISANCES 27
J. ADVERTISEMENTS; SIGNS 27
K. ANTENNAS, SATELLITE DISHES 27
L. PETS 27
M. SMOKING 28
N. HOUSE RULES 28
O. RIGHTS OF THE BOARD 28
P. SEVERANCE OF COMMON ELEMENTS FROM UNIT 28

Q. NON-APPLICABILITY TO DEVELOPER 28
R. DEVELOPER'S RESERVED RIGHTS 29
VII. ADMINISTRATION OF THE PROJECT 29
A. OPERATION 29
B. DEVELOPER, COMMERCIAL UNIT OWNER, AND RESIDENTIAL UNIT OWNER RIGHTS AND LIMITATIONS 30
C. CAPITAL UPGRADES TO COMMON ELEMENTS 31
D. CAPITAL UPGRADES TO LIMITED COMMON ELEMENTS 31
E. EXTRAORDINARY ACTIONS 31
F. CONDUCT OF OWNERS AND OCCUPANTS 32
VIII. MANAGING AGENT 32
IX. SERVICE OF LEGAL PROCESS 32
X. ALTERATION OF THE PROJECT 32
A. IN GENERAL 32
B. PROTECTION OF POST-TENSION CONCRETE SYSTEM 33
C. BY RESIDENTIAL UNIT OWNERS 33
D. BY COMMERCIAL UNIT OWNERS 34
E. BY THE BOARD 35
F. APPROVAL OF THE BOARD; CONDITIONS TO BOARD APPROVAL 35
G. UNAUTHORIZED WORK 37
H. CONTRACTOR PARKING 37
I. DEVELOPER'S RESERVED RIGHTS 37
J. FACADE SIGNAGE; COMMERCIAL UNIT OWNERS AND DEVELOPER 37
K. OWNERS TO EXECUTE AMENDMENT DOCUMENTS IN CERTAIN CASES 37
XI. COMMON EXPENSES; LIMITED COMMON ELEMENT EXPENSES; UNIT CLASS EXPENSES; LIEN 38
A. COMMON EXPENSES 38
B. SPECIAL COSTS 38
C. LIMITED COMMON ELEMENT EXPENSES 38
D. UNIT CLASS EXPENSES 38
E. CERTAIN VENDOR COSTS; SEPARATE METERS 39
F. OTHER EXPENSES 39
G. ASSESSMENT OF EXPENSES 39
H. COLLECTION OF ASSESSMENTS 39
I. ASSESSMENT LIEN 40
J. INTEREST IN COMMON EXPENSE FUNDS NOT SEPARATELY ASSIGNABLE 40
XII. INSURANCE 40
A. INSURANCE GENERALLY 40
B. PROPERTY INSURANCE 41
C. FLOOD INSURANCE 43
D. LIABILITY INSURANCE 43
E. DIRECTORS' AND OFFICERS' LIABILITY INSURANCE 45
F. RESIDENTIAL AND COMMERCIAL UNIT LIABILITY AND OTHER INSURANCE 45
G. FIDELITY INSURANCE 45
H. SUBSTITUTE INSURANCE COVERAGE 46
I. FAILURE OF UNIT OWNER TO OBTAIN INSURANCE 46
J. INSURANCE PRIOR TO FIRST CERTIFICATE OF OCCUPANCY 46
K. WAIVER OF THE RIGHT OF SUBROGATION 46
XIII. INSURED DAMAGE OR DESTRUCTION 47
A. DAMAGE TO A UNIT 47
B. DAMAGE TO COMMON ELEMENTS 47
C. USE OF PROCEEDS IF UNIT NOT REPAIRED OR REBUILT 47
D. SHORTFALL OF INSURANCE PROCEEDS 47
E. DISBURSEMENT OF INSURANCE PROCEEDS 48
F. EXCESS INSURANCE PROCEEDS 49

G. RELEASE OF CLAIMS 49
H. RESTORATION 49
I. INSURANCE TRUST AGREEMENT 49
XIV. UNINSURED CASUALTY; DECISION NOT TO REPAIR 49
A. DECISION NOT TO REBUILD 49
B. ADJUSTMENT OF COMMON INTEREST 50
C. REBUILDING 50
XV. AMENDMENT OF DECLARATION 50
A. BY OWNERS 50
B. BY DEVELOPER 52
C. LIMITATIONS ON AMENDMENTS 53
D. AMENDMENTS BINDING 53
XVI. TERMINATION 54
XVII. LAND TRUSTS 54
XVIII. COMPLIANCE BY OWNERS 54
XIX. RESERVED RIGHT TO GRANT AND RECEIVE EASEMENTS 55
XX. RESERVED RIGHT TO ALTER, SUBDIVIDE, AND CONSOLIDATE UNITS AND/OR CONSTRUCT IMPROVEMENTS WITHIN SAID UNITS AND/OR THEIR LIMITED COMMON ELEMENTS 55
XXI. RESERVED RIGHT TO INSTALL AND MAINTAIN COMMUNITY SYSTEMS AND TO RECEIVE REVENUE THEREFROM 56
XXII. RESERVED RIGHT NOT TO DEVELOP AND/OR CONSTRUCT ALL OF THE RECREATIONAL AMENITIES AND TO MODIFY, RELOCATE, RECONFIGURE, AND REMOVE RECREATIONAL AMENITIES 57
XXIII. RESERVED RIGHT TO INSTALL, MODIFY, RELOCATE, AND RECONFIGURE LIMITED COMMON ELEMENT STORAGE LOCKERS AND STORAGE ROOMS 57
XXIV. RESERVED RIGHT TO INSTALL PARKING STACKERS AND SELL OR LEASE PARKING STACKER STALLS 57
XXV. RESERVED RIGHT TO INSTALL DEVELOPER'S SIGNAGE 57
XXVI. RESERVED RIGHT TO MODIFY PROJECT AND TO AMEND CONDOMINIUM DOCUMENTS 57
XXVII. RESERVED RIGHT TO CONVERT LIMITED COMMON ELEMENTS TO UNITS 58
XXVIII. RESERVED RIGHT TO RECHARACTERIZE AND REDESIGNATE LIMITED COMMON ELEMENTS AND/OR CHANGE THE USE THEREOF 59
XXIX. RESERVED RIGHT TO CONVEY PROPERTY TO THE ASSOCIATION 59
XXX. RESERVED RIGHT TO CONDUCT SALES ACTIVITIES 60
XXXI. RESERVED RIGHT TO CONSOLIDATE, SUBDIVIDE, AND WITHDRAW LAND 60
XXXII. RESERVED RIGHT TO ALTER THE NUMBER OF FLOORS AND/OR UNITS IN THE PROJECT 61
XXXIII. RESERVED RIGHT TO ENTER INTO AGREEMENTS WITH BICYCLE SHARING ENTITY 62
XXXIV. RESERVED RIGHT TO ADDRESS ARCHAEOLOGICAL ISSUES 62
XXXV. RESERVED RIGHTS REGARDING STATE, COUNTY, AND HCDA REQUIREMENTS, PERMITS, AND DEVELOPMENT AGREEMENTS AND TO SUBDIVIDE, WITHDRAW, AND DEDICATE A PORTION OF THE LAND FOR ROAD WIDENING 62
XXXVI. RESERVED RIGHT TO ANNEX LAND INTO THE KAIĀULU 'O KAKA'AKO MASTER PLAN AND CHARTER AND SUBORDINATE CONDOMINIUM DECLARATION, BYLAWS, AND CONDOMINIUM MAP 63
XXXVII. ASSIGNMENT OF RESERVED RIGHTS 63
XXXVIII. CONSENT TO DEVELOPER'S RESERVED RIGHTS; APPOINTMENT OF DEVELOPER AND ASSOCIATION AS ATTORNEY-IN-FACT 63
XXXIX. INDEMNIFICATION OF LANDOWNER 64
XL. LIMITED PURPOSE OF JOINDER BY LANDOWNER; RELEASE AND WAIVER OF CLAIMS 64
XLI. DISCLOSURES AND LIMITATIONS ON LIABILITIES 64
A. NONLIABILITY AND INDEMNIFICATION 64

B. SECURITY DISCLAIMER 65
C. NONLIABILITY FOR SQUARE FOOTAGE CALCULATION 65
D. NONLIABILITY FOR MOLD DEVELOPMENT 65
E. FLOOD ZONE AE; TSUNAMI EVACUATION ZONE 66
F. SEA LEVEL RISE 66
G. ROAD WIDENING; CHANGE IN PROJECT LOT SIZE 66
H. ADDITIONAL DISCLOSURES 66
XLII. KAIĀULU 'O KAKA'AKO; MASTER PLAN AND CHARTER 72
XLIII. DISPUTE RESOLUTION 73
A. DISPUTES 73
B. DISCUSSION 73
C. MEDIATION 73
D. FURTHER RESOLUTION 74
E. STATUTES OF LIMITATION 74
F. UNENFORCEABILITY 74
XLIV. EXEMPTIONS FOR PERSONS WITH DISABILITIES 74
XLV. COMPLIANCE WITH COUNTY ZONING AND BUILDING LAWS 74
XLVI. DEVELOPER'S RIGHT TO CURE ALLEGED DEFECTS 74
A. DEVELOPER'S RIGHT TO CURE 74
B. NOTICE TO DEVELOPER 75
C. RIGHT TO ENTER, INSPECT, REPAIR, AND/OR REPLACE 75
D. LEGAL ACTIONS 75
E. NO ADDITIONAL OBLIGATIONS; IRREVOCABILITY AND WAIVER OF RIGHT 75
F. WAIVER 75
G. SEVERABILITY AND APPLICABILITY 75
XLVII. RIGHT TO APPOINT AND REMOVE THE OFFICERS AND DIRECTORS; DEVELOPER CONTROL PERIOD 76
XLVIII. RESIDENT MANAGER UNIT 76
XLIX. GENERAL PROVISIONS 76
A. WAIVER OF CERTAIN RIGHTS 76
B. NO WAIVER 76
C. SEVERABILITY 77
D. CAPTIONS 77
E. GENDER 77
F. INTERPRETATION 77
G. CONSTRUCTIVE NOTICE AND ACCEPTANCE; INCORPORATION OF DECLARATION INTO DEEDS 77
H. CUMULATIVE REMEDIES 77
I. NO PUBLIC DEDICATION 77
J. GOVERNING LAW 77
K. PROVISIONS RUN WITH LAND 77
L. CONFLICT OF PROVISIONS 77
M. OWNERS' RIGHT TO INCORPORATE 77
N. NO REPRESENTATIONS OR WARRANTIES 78
O. RULE AGAINST PERPETUITIES 78
L. INVALIDITY AND CHANGES IN LAW 78

DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA

THIS DECLARATION is made this 15th day of November, 2022, by **888 Ālia LLC**, a Delaware limited liability company ("**Developer**"), with its principal place of business and post office address at 1288 Ala Moana Boulevard, Suite 201, Honolulu, Hawaii 96814.

WITNESSETH:

WHEREAS, the Trustees of the Estate of Bernice Pauahi Bishop ("**Landowner**") own in fee simple the real property situate, lying, and being at Kaakaukukui, Kaka'ako, Honolulu, City and County of Honolulu, State of Hawaii, identified as TMK Nos. (1) 2-1-056: 014, 015, and 016, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Land**"); and

WHEREAS, there will exist on the Land certain Improvements (as hereinafter defined) to be constructed by Developer, which Land and Improvements are depicted on Condominium Map No. 6497 recorded at the Bureau of Conveyances of the State of Hawaii ("**Bureau**"), which Condominium Map is incorporated herein by this reference; and

WHEREAS, certain Residential Units in the Project will initially be sold as reserved housing units and subject to the terms and restrictions more particularly set forth in that certain Planned Development Permit No. KAK 22-042, issued by HCDA on September 7, 2022, as the same may be amended or supplemented (the "**Permit**"); and

WHEREAS, pursuant to the Fee Owner Joinder executed concurrently herewith, Landowner has agreed, subject to the terms and conditions hereinafter set forth, to join in this Declaration solely for the purpose of permitting Developer to comply with the requirements relating to creating a condominium property regime pursuant to Section 514B-31 of the Act (hereinafter defined);

NOW, THEREFORE, in order to create a condominium project consisting of the Land and the Improvements, to be known as "**Ālia at 888 Ala Moana**" (the "**Project**"), Developer and Landowner, by this Declaration of Condominium Property Regime of Ālia at 888 Ala Moana, referred to hereinafter as the "**Declaration**," and subject to the Fee Owner Joinder, do hereby submit the Land and the Improvements and all of their respective interests therein to a condominium property regime established pursuant to Chapter 514B of the Hawaii Revised Statutes, as amended (the "**Act**"). Developer and Landowner hereby declare that the Project is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, and improved, subject to the provisions of this Declaration and the Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana (the "**Bylaws**"), recorded concurrently herewith at the Bureau, as the provisions of this Declaration and the Bylaws may be amended, from time to time, in accordance with applicable law, and in accordance with the respective provisions of this Declaration and the Bylaws. The provisions of this Declaration and the Bylaws shall constitute covenants running with the land and equitable servitudes and liens thereon, and shall be binding upon and shall inure to the benefit of Developer, the Association, their successors and permitted assigns, and all subsequent owners and lessees of all or any part of the Project and their respective successors, successors-in-trust, heirs, devisees, personal representatives, executors, administrators, and assigns.

I. USE OF DEFINED TERMS; DEFINED TERMS.

A. **USE OF DEFINED TERMS.** For purposes of construing and interpreting this Declaration and the Bylaws, all terms, when written with initial capital letters in this Declaration or in the Bylaws, shall have the meanings given such terms in this Declaration, including this Article, and/or the Bylaws. Such defined terms may be used in the singular or plural or in varying tenses or forms, but such variation shall not affect the meaning of the terms so long as those terms are written in initial capital letters. When such terms are used in this Declaration or in the Bylaws without initial capital letters, such terms shall have the meanings they have in common usage; provided, however, that where legal, technical, or trade terms are used and the context in which such terms are used indicates that such terms are to be given their legal, technical, or trade usage meanings, such terms shall be given such legal, technical, or trade usage meanings.

B. **DEFINED TERMS**. As used in this Declaration and the Bylaws, the following terms shall have the following attributed meanings:

1. "**Act**" means the "Condominium Property Act" codified in Chapter 514B of the Hawaii Revised Statutes, as amended.

2. "**ADA**" means the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, as amended, including any and all rules and regulations promulgated thereunder.

3. "**Agreement of Sale**" means an agreement of sale for the sale of a Unit recorded at the Bureau.

4. "**Ālia at 888 Ala Moana**" shall be the name of the Project established by the submission of the Land and Improvements to a condominium property regime under the terms and conditions set forth in this Declaration.

5. "**Alleged Defect**" means a claim, contention, or allegation by a Claimant that any portion of the Project, including, but not limited to, any Unit, is defective, or that Developer or its agents, consultants, contractors, or subcontractors were negligent in the planning, design, engineering, grading, construction, or other development thereof, as further discussed in **Section XLVI.A** of this Declaration.

6. "**Alternative Allocation**" means an allocation of the Special Costs among or between the Commercial Unit Class and the Residential Unit Class based on a fair and equitable apportionment in accordance with Section 514B-41 of the Act.

7. "**Alternative Allocation Common Elements**" means those Common Elements subject to an allocation of Special Costs among or between the Commercial Unit Class and the Residential Unit Class based on a fair and equitable apportionment in accordance with Section 514B-41 of the Act.

8. "**Articles of Incorporation**" means the articles of incorporation of the Association, if any, and shall include any lawful amendments thereto.

9. "**Assessment**" means the amount paid or to be paid to the Association monthly in advance by each Owner based on the budget for Common Expenses, or at any other time pursuant to the provisions of the Condominium Documents. Assessments also include special assessments, regular assessments, and all other amounts that are assessed by and owed to the Association.

10. "**Association**" means the Association of Unit Owners of Ālia at 888 Ala Moana.

11. "**Auahi Street Parcel**" means that certain parcel of real property adjacent to the Land, beginning `Ewa of Kamani Street and continuing to Ward Avenue, comprising a portion of the road commonly known as "Auahi Street."

12. "**Board**" means the Board of Directors of the Association.

13. "**Building Structure**" means the structural framework of the Parking Structure and the Tower including, without limitation, foundations, floor slabs, columns, girders, beams, supports, and the loadbearing perimeter, partition, and party walls, not otherwise defined as part of a Unit.

14. "**Bureau**" means the Bureau of Conveyances of the State of Hawaii.

15. "**Bylaws**" means the Bylaws of the Association, together with any lawful amendments thereto.

16. "**Capital Improvements Reserve Fund**" means that fund established by the Board pursuant to Article VI, Section 2 of the Bylaws to provide for specific capital improvements to the Project.

17. "**Capital Upgrades**" means the improvement or restoration of a physical asset that will enhance the value and/or increase the useful life thereof.

18. "**Certificate of Occupancy**" means the temporary certificate of occupancy (or the permanent certificate of occupancy where no temporary certificate of occupancy is issued covering the Unit in question) issued by the County Department of Planning and Permitting building official after inspection and prior to occupancy of a building or structure.

19. "**Claimant**" means the Association, Board, or any Owner or Owners claiming, contending, or alleging an Alleged Defect, as further discussed in **Section XLVI.A** of this Declaration.

20. "**Class Common Expense**" means those costs, expenses, and charges payable by a Unit Owner based upon the Class Common Interest allocated to the Unit or Units within the Unit Class, if any, as more particularly described in this Declaration.

21. "**Class Common Interest**" means the Commercial Unit Class Common Interest and the Residential Unit Class Common Interest.

22. "**Commercial Director**" means the Director elected by the Commercial Unit Class pursuant to Article III, Section 3 of the Bylaws.

23. "**Commercial Limited Common Elements**" means those parts of the Limited Common Elements that are reserved for the exclusive use of all Commercial Unit Owners.

24. "**Commercial Unit**" means any of the Units identified as Commercial Units in **Exhibit "B"** of this Declaration and depicted on the Condominium Map.

25. "**Commercial Unit Class**" means and includes all of the Commercial Units and their respective Owners.

26. "**Commercial Unit Class Common Interest**" means the percentage share assigned to a Commercial Unit within the Commercial Unit Class set forth in **Section III.B** and **Exhibit "B"** of this Declaration.

27. "**Commercial Unit Class Expense**" means those Common Expenses that, pursuant to this Declaration or the Bylaws, are assessed against the Commercial Units and are payable by all Commercial Unit Owners based on the Class Common Interest assigned to the Commercial Unit.

28. "**Commercial Unit Limited Common Elements**" means those parts of the Limited Common Elements that are reserved for the exclusive use of one or more, but less than all, of the Commercial Unit Owners.

29. "**Commercial Unit Owner**" means the Owner of a Commercial Unit; provided, however, that any person or legal entity or trust that holds such interest solely as security for the performance of an obligation shall not be a Commercial Unit Owner solely by reason of such interest.

30. "**Commission**" means the Real Estate Commission of the State of Hawaii.

31. "**Common Elements**" means those parts of the Project that are defined in this Declaration as Common Elements, being all areas not designated as a "Unit."

32. "**Common Expenses**" means and includes all charges, costs, and expenses whatsoever incurred by the Association for and in connection with the administration, management, and operation of the Project, including, but not limited to: (a) all charges for taxes (except real property taxes and other such taxes that are or may hereafter be assessed separately on each Unit and the Common Interest in the Common Elements appertaining thereto, or the personal property or any other interest of the Owner); (b) the cost of insurance, including property and other casualty and liability insurance maintained by the Association; (c) any liability whatsoever for loss or damage arising out of or in connection with the Project or any fire, accident, or nuisance thereon; (d) a sum for reserve purposes; (e) wages, accounting, and legal fees; (f) management fees and start-up fees; (g) other necessary expenses

of the Project; (h) the cost of all utility services, including water, electricity, gas, garbage disposal, telephone, telecommunications, and any other similar services (unless separately metered, assessed, or otherwise separately attributable to each Unit or a group of Units); (i) the Commercial Unit Class Expenses and the Residential Unit Class Expenses; and (j) the Master Assessments and the District-Wide Improvement Assessments described in **Section XLI.H.14.d** of this Declaration. The Common Expenses may also include such amounts as the Board may deem proper to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required, by special assessment, for the purchase or lease of any Unit by the Association, as permitted under the Act or the Bylaws.

33. "**Common Interest**" means the undivided percentage interest in all Common Elements of the Project set forth in this Declaration and discussed in **Section III.A** of this Declaration and set forth in **Exhibit "B"** of this Declaration, which percentage interest is appurtenant to a Unit. The Common Interest appurtenant to a Unit may not be altered or transferred, except as expressly set forth in this Declaration.

34. "**Community System**" means photovoltaic systems and central telecommunication receiving and distribution systems and services (e.g., cable television, high speed data/internet/intranet services, cellular telephone, satellite television, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, and shall be construed broadly to encompass all present and future forms of photovoltaic and communication technology.

35. "**Condominium Documents**" means this Declaration, the Condominium Map, the Bylaws, the House Rules, and the Articles of Incorporation, if any, as the same may be amended.

36. "**Condominium Map**" means the Condominium Map that is referenced above and recorded at the Bureau, as the same may be amended from time to time. The Condominium Map generally sets forth: (a) a site plan for the Project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the Project, and depicting access for the Units to a public road or to a Common Element leading to a public road; (b) elevations and floor plans of all buildings in the Project; (c) the layout, location, boundaries, Unit numbers, and dimensions of the Units; (d) a parking plan for the Project, showing the location, layout, and stall numbers of all parking stalls included in the Project; (e) the layout, location, and other identifying information of the Limited Common Elements; and (f) a description to identify any land area that constitutes a Limited Common Element. The Condominium Map does not constitute a representation or warranty by Developer.

37. "**Consolidated Lot**" means the parcel of land created upon the consolidation of the Land with another (or other) parcel(s) of land.

38. "**County**" means the City and County of Honolulu, State of Hawaii.

39. "**County Parcel**" means that certain parcel of real property adjacent to the Land bisecting Auahi Street, beginning approximately at the intersection of Auahi Street and Kō'ula Street and continuing to portion of Auahi Street `Ewa of Kamani Street and continuing to Ward Avenue.

40. "**D&O Policy**" means the policy insuring, to the extent allowed by law, each person who is or was a Director, Officer, agent, or employee of the Association and each person who is or was a Representative of Managing Agent against all liability in connection with any claim made against him or her as a result of his or her holding that position, including, without limitation, any claim that would be covered under employment practices liability insurance, which the Board is required to buy and maintain, as further discussed in **Section XII.E** of this Declaration.

41. "**Declaration**" means this Declaration of Condominium Property Regime of Ālia at 888 Ala Moana, together with any lawful amendments hereto.

42. "**Developer**" means 888 Ālia LLC, a Delaware limited liability company, and shall also include any of its permitted successors and assigns.

43. "**Developer Control Period**" means the period in which Developer shall have the right to appoint and remove Officers and Directors, as further discussed in **Article XLVII**.

44. "**Developer's Reserved Rights**" means those rights of Developer enumerated in **Articles XIX** through **XXXVII**, which can be unilaterally exercised by Developer without the consent or joinder of any other party.

45. "**Development Period**" means the period starting on the date this Declaration is recorded at the Bureau and ending upon the earlier of (a) December 31, 2042, (b) the date Developer no longer owns any interest in the Project, or (c) the date Developer records a document at the Bureau relinquishing all of Developer's Reserved Rights.

46. "**Director**" means a member of the Board and includes the Commercial Director and Residential Directors.

47. "**Dispute**" means and includes any and all actions, claims, or disputes between or among the Parties with respect to, arising out of, or relating to this Declaration, as further discussed in **Section XLIII.A** of this Declaration.

48. "**Dispute Notice**" means the written notice provided by one party to a Dispute to another party, as discussed in **Section XLIII.B** of this Declaration.

49. "**District-Wide Improvement Assessment**" means any assessment assessed against the Project for the cost of improvements made in the vicinity of the Project pursuant to the HCDA's District-Wide Improvement Assessment Program.

50. "**DPR**" means Dispute Prevention and Resolution, Inc., any successor thereto, or any other entity offering mediation and/or arbitration services that is acceptable to the Parties.

51. "**Eligible Mortgage Holder**" means a first mortgagee of a Unit that is to receive timely written notice of proposed amendments to the Condominium Documents, as provided in the Bylaws.

52. "**Facade Sign**" is defined in **Section X.J** of this Declaration.

53. "**FHA**" means the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*, as amended by the Fair Housing Amendments Act of 1988, and the rules and regulations adopted thereunder, as the same may be amended from time to time.

54. "**Founder**" means the "Founder" under the Master Charter.

55. "**HCDA**" means the Hawaii Community Development Authority.

56. "**HCDA Agreements**" means those agreements described in **Section XLI.H.14** of this Declaration.

57. "**House Rules**" means the administrative rules and regulations promulgated by the Board that govern the operation and use of the Project, as the same may be amended or supplemented from time to time.

58. "**Improvements**" means improvements that exist or will exist on the Land and shall also include those improvements made by Owners (including Developer) and/or the Association from time to time.

59. "**Insurance Trustee**" means the bank or trust company, doing business in the State, selected by the Board to have custody and control of insurance proceeds, as further discussed in **Section XIII.I** of this Declaration.

60. "**Interested Person**" means any person who has any interest in the Project or who has the right to use the Project or any part of it, including each Owner, each Lender, and any Person who has the legal right or permission to use the Project or any part of it.

61. "**Kaiāulu 'o Kaka'ako**" or "**Community**" means the planned community located in Kaka'ako, developed, managed, and operated in accordance with the KKMP Permit, KKMP Development Agreement, the Kaiāulu 'o Kaka'ako Master Plan, and the Master Charter.

62. "**Kaiāulu 'o Kaka'ako Master Plan**" means that certain master plan approved by HCDA for development of the property located in Kaka'ako covered by the KKMP Permit and the KKMP Development Agreement.

63. "**KKMP Development Agreement**" means the Master Plan Development Agreement for the Kaiāulu 'o Kaka'ako Master Plan dated October 6, 2009, as supplemented.

64. "**KKMP Permit**" means HCDA's Findings of Fact, Conclusions of Law, and Decision and Order for Master Plan Permit, File No. PL MASP 13-2-8 on September 2, 2009, as may be amended or extended.

65. "**Kō'ula Street Parcel**" means that certain parcel of real property adjacent to the Land, that is located between Tax Map Key Nos. (1) 2-1-056:014 and (1) 2-1-056:010 and is bounded by Ala Moana Boulevard and Auahi Street, comprising a portion of the private roadway commonly known as "Kō'ula Street."

66. "**Land**" means the real property described in **Exhibit "A"** attached hereto.

67. "**Landowner**" means the Trustees of the Estate of Bernice Pauahi Bishop and their successors-in-trust and assigns.

68. "**Lender**" means the mortgagee of a recorded Mortgage on a Unit. It also includes the beneficiary of a deed of trust encumbering a Unit.

69. "**Liability Policy**" means the commercial general liability insurance and commercial umbrella insurance the Board is required to buy and maintain, as further discussed in **Section XII.D** of this Declaration.

70. "**Limited Common Element Expense**" means all costs, charges, and expenses incurred by the Association directly attributable to one or more designated Units for any Limited Common Elements appurtenant thereto.

71. "**Limited Common Elements**" means those Common Elements that are designated in this Declaration as reserved for the exclusive use of one or more Units to the exclusion of other Units. No amendment of this Declaration materially and adversely affecting the Limited Common Elements appurtenant to a Unit or Units, or in any way limiting the use thereof, shall be effective without the consent of the Owner or Owners of the Unit or Units to which said Limited Common Element is appurtenant.

72. "**Majority**" means the Owners to which are appurtenant more than fifty percent (50%) of the Common Interest or Class Common Interest with respect to the Commercial Unit Class and Residential Unit Class, or, when referring to Directors, more than fifty percent (50%) of the Directors entitled to vote on, take action, or otherwise decide the matter in question.

73. "**Management Agreement**" means that certain instrument entered into or to be entered into between the Association and the Managing Agent for management and administration of the Association, the Common Elements, the Limited Common Elements (except for the physical management of the Commercial Limited Common Elements, Commercial Unit Limited Common Elements, and Residential Unit Limited Common Elements solely appurtenant to one (1) Residential Unit), and the property of the Association, if any.

74. "**Managing Agent**" means an entity or individual employed or retained by the Association from time to time pursuant to the Management Agreement.

75. "**Master Assessment**" means the assessments paid by the Association to the Master Association pursuant to the Master Charter and the Master Bylaws.

76. "**Master Association**" means Kaiāulu 'o Kaka'ako Owners Association, Inc., created and governed by the Master Bylaws.

77. "**Master Bylaws**" means that certain Bylaws of Kaiāulu 'o Kaka'ako Owners Association recorded as Exhibit "E" to the Master Charter, as may be amended from time to time, which govern the Master Association's internal affairs, such as voting, elections, meetings, etc. If there is a conflict between the Master Bylaws and the Condominium Documents, the Master Bylaws shall prevail.

78. "**Master Charter**" means that certain Community Charter for Kaiāulu 'o Kaka'ako dated September 16, 2014 and recorded at the Bureau as Document No. A-53740943, as may be amended and supplemented from time to time, which will impose certain covenants, conditions, and restrictions on the Project and creates obligations that are binding upon all present and future Owners. The Land will be annexed into the Master Charter and upon the recordation of such annexation, this Declaration, the Bylaws, and the Condominium Map and the Project shall be subject and subordinated to the Master Charter and Master Bylaws together with such rules and regulations promulgated pursuant thereto. If there is a conflict between the Master Charter and the Condominium Documents, the Master Charter shall prevail.

79. "**Master Rules**" means the rules of the Master Association which regulate the use of the property, activities, and conduct within the Community. If there is a conflict between the Master Rules and the House Rules, the Master Rules shall prevail.

80. "**Mortgage**" when used as a noun, means a recorded mortgage, deed of trust, mortgage deed, or similar instrument encumbering a Unit given as collateral for a loan. When used as a verb, it means making a Unit subject to a mortgage or deed of trust.

81. "**Notice of Alleged Defect**" means a Claimant's notice to Developer of the specific nature of an Alleged Defect, as further discussed in **Section XLVI.B** of this Declaration.

82. "**Occupancy Restrictions**" means those limitations on the use and occupancy of the Residential Units, as more particularly described in **Section VI.C.4** of this Declaration.

83. "**Occupant**" means any person other than an Owner occupying a Unit, including, but not limited to, a family member, invitee, guest, tenant, employee, agent, contractor, or customer.

84. "**Officer**" means an officer of the Association.

85. "**Owner**" means a Person owning severally or as a co-tenant (co-owner), a Unit and the Common Interest appurtenant thereto, to the extent of the interest so owned; provided that to such extent and for such purposes, including the exercise of voting rights, as shall be provided by the terms of any applicable lease documents, a lessor, lessee, or sublessee of a Unit or interest therein shall be deemed the Owner of such Unit to the extent permitted in such lease. The vendee of a Unit pursuant to an Agreement of Sale shall have the rights of an Owner, including the right to vote; provided that the vendor may retain the right to vote on matters substantially affecting the vendor's security interest in the Unit as provided in Section 514B-124 of the Act. Where the Owner is a guardian, trustee, corporation, partnership, limited liability company, or other entity, the method for designating the natural person who shall act as and for the Owner is as set forth in the Bylaws and, as to land trusts, in **Article XVII** of this Declaration. For so long as Developer owns unsold Units in the Project (or to the extent that Developer shall reacquire any Units in the Project), Developer shall have the rights of an Owner, including the right to vote, and shall assume the duties of an Owner as said rights and duties relate to said unsold Units (or reacquired Units), subject, however, to the provisions of the Act. Landowner shall not be considered an Owner unless Landowner is an Owner of a Unit in the Project.

86. "**Parking Structure**" means Level 1 through Level 5 of the Tower, which includes, without limitation, the parking stalls, loading stalls and areas, storage lockers, storage rooms, ramps, and drive aisles and through areas that serve the Project but specifically excludes the Commercial Unit(s) and the Residential Units located on Level 1 and Level 1M of the Tower. Floors are designated consecutively as Level 1 to and including Level 5, including Level 1M.

87. "**Parties**" means, for the purposes of **Article XLIII** of this Declaration, Owners, the Association, Board, Managing Agent, Developer, and their respective Representatives.

88. "**Permit**" means that certain Planned Development Permit No. KAK 22-042, issued by HCDA on September 7, 2022, as the same may be amended or supplemented.

89. "**Person**" means any natural person or any corporation, partnership, limited liability partnership, joint venture, trust, limited liability company, or other legal entity.

90. "**Policy**" means the policy of property insurance the Association is required to buy and maintain, as further discussed in **Section XII.B** of this Declaration.

91. "**Prohibited Litigation**" means litigation instituted by a Party prior to observing the procedures set forth in **Sections XLIII.B** and **XLIII.C** of this Declaration.

92. "**Project**" means the condominium project established pursuant to this Declaration, including the Land and Improvements, and shall include any lands and/or improvements annexed to the condominium property regime by Developer, and exclude any lands and/or improvements withdrawn by Developer in accordance with this Declaration.

93. "**Project Lender**" means the lender or lenders providing Developer with financing for the construction of the Project and includes all successors and assigns of such lenders(s).

94. "**Project Quality Standard**" means the luxury standard required to maintain and operate the Project in a condition and at a quality level no less than that which existed at the time that the Project was initially completed (ordinary wear and tear excepted). The Project Quality Standard may evolve as development of the Project progresses and industry standards for similar projects in the community evolve. All of the elements of the Project Quality Standard need not be set out in writing since such evaluation may require the exercise of subjective judgment and cannot be reduced to written criteria.

95. "**Property**" means the Land, together with the Improvements.

96. "**Rail Effects**" means noise, dust, vibration, traffic congestion, and/or other inconveniences or nuisances associated with the development, construction, and operation of the future rail route by the County.

97. "**Recreational Amenities**" means those recreational amenities located on Level 1 of the Tower and on the Recreational Deck on Level 6 of the Tower available for the use and enjoyment of the Residential Unit Owners.

98. "**Recreational Deck**" means the portion of Level 6 of the Tower, which is comprised of certain Recreational Amenities, as depicted on the Condominium Map.

99. "**Representative**" means a Person's shareholders, directors, officers, members (in the case of a limited liability company), managers, trustees, agents, employees, and independent contractors.

100. "**Resident Manager**" means the manager that may reside at the Project appointed and employed and/or contracted by the Managing Agent or the Board, if any.

101. "**Resident Manager Unit**" means that certain Residential Unit designated to be used for the Resident Manager; provided that nothing in this Declaration shall obligate Developer to provide or maintain a Resident Manager Unit, and provided further that should Developer elect to provide a Resident Manager Unit, nothing in this Declaration shall prevent Developer from transferring such Unit in the future.

102. "**Residential Director**" means each Director elected by the Residential Unit Class pursuant to Article III, Section 3 of the Bylaws.

103. "**Residential Limited Common Elements**" means those parts of the Limited Common Elements that are reserved for the exclusive use of all Residential Unit Owners.

104. "**Residential Unit**" means any of the Units identified as Residential Units in **Exhibit "B"** of this Declaration and depicted on the Condominium Map.

105. "**Residential Unit Class**" means and includes all Residential Units and their respective Owners.

106. "**Residential Unit Class Common Interest**" means the percentage share assigned to a Residential Unit within the Residential Unit Class, as set forth in **Section III.B** and **Exhibit "B"** of this Declaration.

107. "**Residential Unit Class Expense**" means those Common Expenses that, pursuant to this Declaration or the Bylaws, are assessed against the Residential Units and are payable by each Residential Unit Owner based on such Owner's Residential Unit Class Common Interest.

108. "**Residential Unit Limited Common Element**" means those parts of the Limited Common Elements that are reserved for the exclusive use of one or more, but less than all, of the Residential Unit Owners.

109. "**Residential Unit Owner**" means the Owner of a Residential Unit; provided, however, that any Person that holds such interest solely as security for the performance of an obligation shall not be a Residential Unit Owner solely by reason of such interest.

110. "**SHPD**" means the State of Hawaii Historic Preservation Division.

111. "**Site Manager**" means the manager appointed and employed and/or contracted by the Managing Agent or the Board to manage, on-site, the operation of the Project. The Site Manager may be the same manager as the Resident Manager, if any.

112. "**Special Costs**" means certain costs that are to be apportioned pursuant to an Alternative Allocation among and/or between the Commercial Unit Class and the Residential Unit Class based on a fair and equitable apportionment in accordance with Section 514B-41 of the Act.

113. "**State**" means the State of Hawaii.

114. "**Subdivided Lots**" means those separate parcels of land created upon the subdivision of the Land.

115. "**Subdivided Units**" means those new Units created upon the subdivision of a Unit.

116. "**Tower**" means the thirty-nine (39) story building depicted on the Condominium Map. Floors are designated consecutively as Level 1 to and including Level 39, including Level 1M.

117. "**Unit**" means a part of the Project, as described in this Declaration and as shown on the Condominium Map, intended for a use permitted under the Act, with an exit to a public street or highway, or to a Common Element leading to a public street or highway, and includes the individual Units making up each of the Unit Classes. The Units included in the Project are listed in **Exhibit "B"** and include the Commercial Units and the Residential Units.

118. "**Unit Class**" means and refers to the Commercial Unit Class and the Residential Unit Class.

119. "**Unit Class Expense**" means those costs, expenses, and charges payable by a Unit based on the Class Common Interest allocable to the Unit or Units within the Unit Class, as more particularly described in this Declaration.

120. **"Unit Deed"** means the legal instrument signed by Developer conveying an interest in a Unit and an undivided interest in the Common Elements, in fee simple, to an Owner; subject, however, to the encumbrances and reservations identified therein.

121. **"Unit Limited Common Element"** means those parts of the Limited Common Elements that are reserved for the exclusive use of one (1) or more, but less than all, of the Units in a Unit Class.

122. **"Vested Rules"** means the Mauka Area Rules (Title 15, Subtitle 4, Chapter 22 of the Hawaii Administrative Rules), in effect on September 2, 2009, as may be amended.

123. **"Victoria Ward"** means Victoria Ward, Limited, owner of the Auahi Street Parcel.

II. DESCRIPTION AND DIVISION OF THE PROJECT.

A. **DESCRIPTION OF THE PROJECT.** The Project is depicted on the Condominium Map and consists of a thirty-nine (39) story building, which may be used for residential, commercial, office, parking, recreational, and/or such other purposes permitted under this Declaration. The Project includes:

1. **COMMERCIAL UNITS.** One (1) Commercial Unit located on Level 1 of the Tower and identified on the Condominium Map and in **Exhibit "B"** as Commercial Unit.

2. **RESIDENTIAL UNITS.** Four hundred fifty-seven (457) Residential Units comprised of the Unit types set forth in **Exhibit "B,"** attached hereto and incorporated herein by reference.

3. **COMMON ELEMENTS.** The Common Elements identified in **Section II.C**, below.

B. **DESCRIPTION OF THE UNITS.** Four hundred fifty-eight (458) freehold estates are hereby designated in the spaces within the perimeter and party walls, windows, doors, floors, and ceilings of each of the Units of the Project, which spaces are designated on the Condominium Map and are described as follows:

1. **UNIT DESIGNATIONS, NUMBERS, AND LOCATIONS.** The Unit types, designations, numbers, and locations are shown on the Condominium Map and are further identified in **Exhibit "B"** attached hereto and incorporated herein by this reference.

2. **UNIT AREAS, LAYOUTS, DIMENSIONS, NET LIVING AREAS.** The Unit areas, layouts, dimensions, and net living areas are shown on the Condominium Map and are further described in **Exhibit "B"** attached hereto and incorporated herein by this reference. The Condominium Map is intended only to show: (a) the location of, layout of, and access to a public road from the Tower and access for the Units to a public road or to a Common Element leading to a public road; (b) elevations and floor plans of the Tower; (c) the layouts, locations, boundaries, Unit numbers, and dimensions of the Units; (d) a parking plan for the Project showing the locations, layouts, and stall numbers of all parking stalls included in the Project; (e) the layouts, locations, and other identifying information of the Limited Common Elements, and (f) a description to identify any land area that constitutes a Limited Common Element. The Condominium Map is not intended and shall not be deemed to contain or make any representation or warranty whatsoever. The descriptions contained in this Declaration and **Exhibit "B"** that describe the various rooms and areas of the Project, and the designations of rooms and areas on the Condominium Map are for identification purposes only and are not intended and shall not be deemed or construed to limit or define in any manner the purposes for which such rooms and areas may be used. Unless expressly restricted in this Declaration, such areas may be used for any purpose not prohibited by applicable law.

3. **ACCESS TO PUBLIC STREETS OR HIGHWAYS.** Except as may be limited by the terms of this Declaration, each Unit has immediate access through the elevators, stairways, walkways, and driveways of the Project to public streets and to the grounds of the Project that have access to public streets. Notwithstanding the foregoing, each and every Owner or other Person acquiring an interest in the Project or the Land hereby acknowledge that (a) the Kō'ula Street Parcel, located adjacent to the Project, is owned by Landowner (b) the Auahi Street Parcel, located adjacent to the Project, is owned by Victoria Ward, and (c) the County Parcel is owned by the County. Both the Kō'ula Street Parcel and the Auahi Street Parcel are currently used for private roadway purposes. The County Parcel is currently used as a base yard. Each and every Owner or other Person

acquiring an interest in the Project or the Land has no right to use or access the Kō'ula Street Parcel or the Auahi Street Parcel, unless permitted by Landowner and/or Victoria Ward in their sole discretion and which permission may be revoked at any time by Landowner and/or Victoria Ward in its sole discretion. Further, each and every Owner or other Person acquiring an interest in the Project or the Land has no right to use or access the County Parcel or to use the County Parcel for roadway purposes unless and until consented to by the County.

4. **LIMITS OF UNITS.** The respective Units shall be deemed to include: (a) all interior walls, doors, window frames, and partitions that are not load-bearing and that are located within the space bounded by the Unit's perimeter walls but not the perimeter walls themselves, (b) the interior decorated or finished surfaces of all doors, door frames, columns, and window frames of perimeter and party walls, (c) the interior decorated or finished surfaces of all floors and ceilings, (d) all lath, furring, wallboard, plasterboard, plaster, paneling, tile, wallpaper, paint, finished flooring, and any other materials constituting the finished interior decorated surfaces of such walls and columns, interior doors, interior door and window frames, and floors and ceilings, (e) the air space surrounded by such walls, doors, door and window frames, floors, and ceilings, (f) all fixtures (if any) originally installed in the Unit, and (g) any pipes, shafts, wires, conduits, ducts, or other utility or service lines running through such Unit that are utilized for or service only that Unit. Each Unit shall not be deemed to include the following: (t) the undecorated and unfinished surfaces of perimeter and party walls and doors, door frames, window frames, and any exterior surfaces thereof, (u) sliding doors and frames and windows located on the perimeter and party walls, (v) the interior load-bearing walls and columns and their undecorated or unfinished surfaces, (w) any door or window frames located in the interior load-bearing walls and their undecorated or unfinished surfaces, (x) any lanais (if any), or walls, floors, and/or ceilings partially surrounding any lanai (if any), (y) any pipes, shafts, wires, conduits, ducts, or other utility or service lines running through such Unit that are utilized for or service more than one Unit; and (z) any Common Elements or Limited Common Elements as hereinafter provided. To the extent there is a conflict between this Section and **Sections II.C** and **II.D**, below, the inclusions and exclusions of the Unit as provided for in this Section shall control.

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

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

1. The Land in fee simple and any other appurtenances thereto described in **Exhibit "A"**; subject, however, to the rights of Developer herein affecting the Land;

2. The Building Structure;

3. The driveway entrance from Ala Moana Boulevard leading to the loading dock on Level 1 of the Tower and the loading stalls;

4. The driveway entrance from Auahi Street closest to the Commercial Unit leading to both Residential and Commercial parking stalls on Level 1 of the Tower, shown on the Condominium Map as an "Alternative Allocation Common Element";

5. The janitor's closet located on Level 1 of the Tower, shown on the Condominium Map as an "Alternative Allocation Common Element";

6. The electrical rooms and cooling plant located on the first floor of the Tower;

7. All fans, vents, shafts, drains, sewer lines, water lines, pipes, generators, cables, conduits, ducts, electrical equipment, water pumps, fire pumps and other equipment, telecommunication equipment, security equipment, cooling tower(s), HVAC, wiring and other central and appurtenant transmission facilities and installations on, above, over, under, and across the Project to the point of their respective connections to

Improvements comprising a part of the Units or the Limited Common Elements appurtenant thereto, which serve all of the Units and their appurtenant Limited Common Elements, including, without limitation, those providing electricity, light, gas (if any), water, air conditioning, sewer, refuse, drainage, irrigation, telephone, security, and radio and television signal distribution (if any), unless otherwise designated herein or on the Condominium Map;

8. All hallways, stairways, corridors, areas, or rooms, including, without limitation, areas or rooms housing the items described in **Section 7**, above, mechanical equipment, maintenance and utility rooms and areas, restrooms, trash rooms, areas, and receptacles, apparatus and installations existing for common use by or for the common benefit of all Units and/or the Common Elements appurtenant to all Units, and not otherwise designated as a Unit herein or on the Condominium Map;

9. The exterior surfaces of the Tower, including, without limitation, any louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto; provided, however, that the Recreational Deck on Level 6 of the Tower and any Limited Common Element louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto shall be Residential Limited Common Elements; and provided further that the exterior surfaces of the Commercial Unit(s) and any louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto shall be Commercial Unit Limited Common Elements;

10. All of the Limited Common Elements described in **Section II.D** below; and

11. All other areas of the Project that are not described as a Unit or a part thereof.

D. **LIMITED COMMON ELEMENTS.** The Limited Common Elements are hereby designated, set aside, and reserved for the exclusive use of certain Units, or groups of Units, and such Units shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements, unless otherwise set forth herein. The responsibility to maintain, clean, upkeep, repair, replace, alter, improve, and/or add to Commercial Limited Common Elements and Commercial Unit Limited Common Elements shall be the responsibility of the Commercial Unit Owner(s) who owns the Commercial Unit(s) to which such Limited Common Elements are appurtenant. The responsibility to maintain, clean, upkeep, repair, replace, alter, improve and/or add to Residential Limited Common Elements and Residential Unit Limited Common Elements (excepting any Residential Unit Limited Common Element solely appurtenant to one (1) Residential Unit) shall be the responsibility of the Association, as set forth in this Declaration. The costs and expenses of every description pertaining to such Limited Common Element shall be the responsibility of the Owner(s) of Unit(s) to which such Limited Common Element is appurtenant. If there is more than one Unit to which the Limited Common Element is appurtenant, then the cost thereof shall be charged to each Owner in proportion to the Common Interest or Class Common Interest, as applicable, appurtenant to each respective Unit.

1. **COMMERCIAL LIMITED COMMON ELEMENTS.** The Commercial Limited Common Elements include those parts of the Limited Common Elements reserved for the exclusive use of all Commercial Unit Owners and include the following:

a. The parking stalls located on Level 1 of the Tower and designated as "Commercial Limited Common Element" on the Condominium Map;

b. The commercial bicycle parking area located on Level 1 of the Tower and designated as "Commercial Limited Common Element" on the Condominium Map;

c. The yard area fronting the Commercial Unit along Auahi Street and Kō'ula Street designated as "Commercial Limited Common Element on the Condominium Map;

d. Those portions of any pipes, drains, cables, conduits, chutes, flues, ducts, wires, vents, shafts, other utility or service lines, sewage treatment equipment and facilities (if any), grease traps, supporting apparatus, electrical equipment, electrical closets, communications rooms, pump rooms, HVAC, air conditioning and/or heating equipment and any appurtenant pipes or ducts, or other central and appurtenant transmission facilities and installations over, under, and across the Limited Common Elements appurtenant only to the Commercial Units or the Limited Common Elements appurtenant thereto; and any other fixtures that serve the

Commercial Units or the Limited Common Elements appurtenant to the Commercial Units and serve none of the Residential Units or Limited Common Elements appurtenant thereto;

e. All utility, maintenance, and work rooms, closets and facilities, trash, electrical, mechanical, and telecommunication rooms, fire protection and security rooms, accessory equipment areas, and other support areas, and the equipment therein, and restrooms, hallways, corridors, and stairways that service only the Commercial Units or the Limited Common Elements appurtenant thereto;

f. Any mechanical equipment located on the Tower rooftop servicing only the Commercial Units and/or the Limited Common Elements appurtenant thereto, depicted as "Commercial Limited Common Element" on the Condominium Map; and

g. Any other area described as "Commercial Limited Common Element" herein or on the Condominium Map.

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

a. The lobby and reception areas located on Level 1 of the Tower and depicted as "Residential Limited Common Element" on the Condominium Map;

b. The elevators, elevator vestibules, elevator overrun, elevator control rooms, and elevator lobbies located on Level 1 through Level 39 of the Tower and the common hallways and corridors on Level 6 through Level 39 of the Tower, all for the exclusive use of the Residential Unit Owners and depicted as "Residential Limited Common Element" on the Condominium Map;

c. The parcel room and mail room on Level 1 of the Tower;

d. The administrative offices, security office, employee lounge, restrooms, server room, equipment room, and holding and loading area located on Level 1 of the Tower and depicted as "Residential Limited Common Element" on the Condominium Map;

e. The trash rooms and chutes, utility rooms, and any equipment therein, all located on Level 1 through Level 39 of the Tower and serving only the Residential Units or Limited Common Elements appurtenant thereto;

f. The unassigned guest parking stalls located on Level 1 of the Tower and the drive through areas and ramps on Level 2 through Level 5 of the Parking Structure depicted as "Residential Limited Common Element" on the Condominium Map;

g. The bicycle storage areas located on Level 1 of the Tower and designated as "Residential Limited Common Element" on the Condominium Map;

h. The Recreational Amenities located on the on Level 1 of the Tower and on the Recreational Deck, which may include cabanas, swimming pools, barbecue grills, dog park, library lounge, kitchen and private dining room, game room and lounge areas, conference room, work rooms, theater, bowling alley, gymnasium, movement studio, health club, salon/spa, sauna, karaoke room, pickle ball court, bocce ball court, playground, and other amenities, and any other Improvement located on the Recreational Deck depicted as "Residential Limited Common Element" on the Condominium Map;

i. The photovoltaic panels mounted on the roof of the Parking Structure designated as "Residential Limited Common Element" on the Condominium Map;

j. Those portions of any pipes, drains, cables, conduits, chutes, flues, ducts, wires, vents, shafts, other utility or service lines, sewage treatment equipment and facilities (if any), supporting apparatus, electrical equipment, electrical closets, communications rooms, pump rooms, HVAC, air conditioning and/or heating equipment and any appurtenant pipes or ducts, or other central and appurtenant transmission facilities and

installations over, under, and across the Limited Common Elements appurtenant only to the Residential Units or the Limited Common Elements appurtenant thereto;

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

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

m. The Tower rooftop and any mechanical equipment areas or stairways thereon, servicing only the Residential Units and/or the Limited Common Elements appurtenant thereto, depicted as "Residential Limited Common Element" on the Condominium Map, but excluding any mechanical equipment located on the Tower rooftop servicing only the Commercial Units and/or the Limited Common Elements appurtenant thereto; and

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

3. **UNIT LIMITED COMMON ELEMENTS.** Unit Limited Common Elements are those parts of the Limited Common Elements that are reserved for the exclusive use of one (1) Unit or more, but less than all, of the Units in a Unit Class.

a. **COMMERCIAL UNIT LIMITED COMMON ELEMENTS.** Each Commercial Unit shall have as a Unit Limited Common Element appurtenant thereto the following:

(i) Any doorsteps (if any), stoop (if any), patios (if any), outdoor seating areas, and all exterior doors and windows or other fixtures designed to serve the Commercial Unit located outside the boundaries of, but adjoining and providing access specifically to, the Commercial Unit as may be depicted as "Commercial Unit Limited Common Element" on the Condominium Map;

(ii) The exterior surfaces of the Commercial Unit and any louver, trellis, screening, paneling, signage, decorative façade, or Improvement affixed to the exterior of the Commercial Unit;

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

(iv) Each Commercial Unit shall have one (1) assigned mailbox, located on Level 1 of the Tower as a Limited Common Element; and

(v) Any other area described as "Commercial Unit Limited Common Element" appurtenant to one or more, but less than all, Commercial Units herein or on the Condominium Map.

b. **RESIDENTIAL UNIT LIMITED COMMON ELEMENTS.** Each Residential Unit shall have as a Unit Limited Common Element appurtenant thereto the following:

(i) The parking stalls located on Level 1 through Level 5 of the Parking Structure and assigned to the Residential Units (designated by a number) in **Exhibit "B"** hereto;

(ii) The storage locker(s) (designated by "RS" and a number) and storage room(s) (designated by "S" and a number) located in the Parking Structure and identified and depicted on the Condominium Map, assigned to a Residential Unit in **Exhibit "B"** hereto;

(iii) Each Residential Unit shall have one (1) assigned mailbox located on Level 1 of the Tower. Such mailbox shall be identified by the same number as the Residential Unit to which it is a Limited Common Element;

(iv) Any lanai adjacent to a Residential Unit, as depicted on the Condominium Map, including, without limitation, the decorated or finished interior surfaces of the perimeter or party walls and ceilings and the interior of any perimeter doors, door frames, windows and window frames, the decorated or finished surface of the floors, including all areas within the finished or decorated perimeter interior surfaces of the perimeter walls, ceiling, and floors shall be a Limited Common Element to such Residential Unit;

(v) Any compressors, air conditioning, and/or heating equipment or other mechanical equipment located on the lanai or on the Tower rooftop which compressor or other mechanical equipment services a single Residential Unit shall be a Limited Common Element to such Residential Unit;

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

(vii) Any other area described as "Residential Unit Limited Common Element" appurtenant to one or more, but less than all, Residential Units herein or on the Condominium Map.

c. **RESIDENTIAL UNIT LIMITED COMMON ELEMENTS – RESIDENT MANAGER UNIT**. In addition to the Residential Unit Limited Common Elements appurtenant to the Resident Manager Unit, the Resident Manager Unit shall have as a Unit Limited Common Element appurtenant thereto the following:

(i) The Developer Liaison Office located on Level 1 of the Tower described as a "Residential Unit Limited Common Element" on the Condominium Map; and

(ii) All parking stalls, storage lockers, and storage rooms located in the Parking Structure described as a "Residential Unit Limited Common Element" on the Condominium Map not otherwise assigned to another Residential Unit.

III. COMMON INTEREST; CLASS COMMON INTEREST.

A. **COMMON INTEREST**. Each Unit shall have appurtenant thereto an undivided percentage interest in all Common Elements of the Project as shown in **Exhibit "B,"** herein called the Common Interest, and the same proportionate share in all Common Expenses of the Project, and for all other purposes, except as otherwise provided in this Declaration, including, but not limited to, voting; which Common Interest shall be subject to adjustment as otherwise provided in this Declaration. Developer shall have the absolute right to adjust the Common Interest in its discretion in order to assure that the total Common Interest for all Units in the aggregate equals one hundred percent (100%), and may adjust the Common Interest of all or some of the Units in the Project to achieve such result. Developer shall further have the right to adjust the Common Interest in exercising certain Developer's Reserved Rights, as may be set forth herein.

B. **CLASS COMMON INTEREST**. In addition to the Common Interest, each Unit shall have assigned to it, for administrative purposes, a Class Common Interest as set forth in **Exhibit "B,"** based upon the Unit Class to which such Unit belongs; that being the Commercial Unit Class or the Residential Unit Class. All Owners of Units in a Unit Class shall have the right to vote his or her Class Common Interest with respect to matters requiring voting by Unit Class, and each Unit in a Unit Class shall be responsible for its proportionate share of all Class Common Expenses of the Project, if any. Developer shall have the absolute right to adjust the Class Common Interest in its discretion in order to ensure that the total Commercial Unit Class Common Interest for the Commercial Units in the aggregate equals one hundred percent (100%) and that the total Residential Unit Class Common Interest for the Residential Units in the aggregate equals one hundred percent (100%), and may adjust the Class Common Interest of all or some of the Units in the Project to achieve such result. Developer shall further have

the right to adjust the Class Common Interest in exercising certain Developer's Reserved Rights, as may be set forth herein.

IV. EASEMENTS AND LICENSES.

In addition to any easements of record, the Units and the Common Elements shall also have, as an appurtenance, or be subject to, as the case may be, the following easements:

A. **EASEMENTS IN THE COMMON ELEMENTS AND OTHER UNITS.** Each Unit shall have appurtenant thereto nonexclusive easements in, on, over, and across the Common Elements, including the Limited Common Elements, as applicable, for purposes of ingress to, egress from, utility services for, support of, and, as necessary, for the maintenance and repair of such Unit and the Limited Common Elements appurtenant thereto; in the Common Elements for use according to their respective purposes, subject always to the exclusive use of the Limited Common Elements as provided herein; and in the other Units in the building in which such Unit is located for support; all subject to the provisions of Section 514B-38 of the Act and the terms of this Declaration.

B. **EASEMENTS IN CERTAIN LIMITED COMMON ELEMENTS FOR UTILITIES AND SUPPORT.** Wherever sanitary sewer connections, water connections, electricity, gas, telephone, HVAC, security and television lines, drainage facilities, or duct facilities are installed within the Project, the Owners of Units that are served by said connections, lines, or facilities shall have the right, and there are hereby reserved to all other Owners, together with the right to grant and transfer the same, easements and rights to the full extent necessary for the full use and enjoyment of such portions of such connections, lines, or facilities which service such Units, and, upon reasonable prior written notice (except in the case of an emergency), to enter Units owned by others, or to have utility companies enter Units owned by others, in or upon which said connections, lines, or facilities, or any portions thereof, lie, to repair, replace, and generally maintain said connections, lines, or facilities as and when the same may be necessary; provided that such entering Owner or utility company shall repair all damage to any Unit caused by such entry as promptly as possible after completion of work thereon; and provided further, with respect to the Commercial Unit(s), such entering Owner or utility company shall: (1) to the extent reasonably possible, exercise such easement rights at a time that is reasonably convenient to such Commercial Unit Owner or its tenant (and subject to the terms of the applicable lease or occupancy agreement), which may be before or after the customary business hours of the Commercial Unit Owner or its tenant; (2) exercise such easement rights in a commercially reasonable manner so as to minimize inconvenience or disruption to the activities being conducted in the Commercial Unit or its Limited Common Elements; (3) if requested by the Owner or its tenant, be accompanied by the Owner, its tenant, or any other representative; and (4) not enter or access any areas designated as "restricted areas" by written notice from the Owner or its tenant unless a representative of the Owner or its tenant is present or the Owner or its tenant have otherwise consented to such access. Examples of "restricted areas" may include, without limitation, cash handling areas, inventory storage and display areas, and similar areas containing property to which access shall be reasonably limited for purposes of loss prevention, inventory control, confidentiality, or compliance with legal requirements.

C. **EASEMENT FOR ENCROACHMENTS.** If any part of the Common Elements now or hereafter encroaches upon any Unit or Limited Common Element, or if any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. In the event that a Unit shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement, or movement of any part of the Project, encroachments of any part of the Common Elements, Units, or Limited Common Elements due to such construction, shifting, settlement, or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist for so long as such encroachment continues.

D. **EASEMENT THROUGH PROJECT GROUNDS AND PARKING STRUCTURE.** The Units shall have appurtenant thereto nonexclusive easements for access throughout the Parking Structure, all roadways, driveways, drive aisles and through areas, access lanes, ramps, landscaped areas, sidewalks, walkways, hallways, and grounds of the Project that is/are part of the Limited Common Elements, as designated herein and/or depicted on the Condominium Map, to the extent that such easements are necessary for ingress to and egress from such Units and to and from any Limited Common Element areas appurtenant to such Units.

E. **EASEMENT FOR COMMERCIAL UNIT VENDORS, EMPLOYEES, CUSTOMERS, AND GUESTS.** The Commercial Units shall have an appurtenant easement for use by its vendors, licensees, and invitees for purposes of the business conducted in the Commercial Units or their appurtenant Limited Common Elements (subject to a Commercial Unit Owner's right to restrict access to portions of the Commercial Unit and/or its appurtenant Limited Common Elements): (1) to come onto the Project areas intended for access to and from any nearby roads, streets, or highways; (2) to make deliveries using any delivery area and any Common Elements necessary to get from the delivery area to the Commercial Units or their Limited Common Elements; (3) to go to and from the Commercial Units and their Limited Common Elements using the walkways and sidewalks intended for such purpose; (4) for casual use, for recreation, and to enjoy entertainment and other services provided from the Commercial Units or their Limited Common Elements; and (5) as otherwise may be reasonably necessary to operate and manage the services from the Commercial Units and their Limited Common Elements. The Limited Common Elements appurtenant to the Commercial Units are intended for general use by the Commercial Units' vendors, licensees, and invitees, and by the general public accessing and patronizing the Commercial Units.

F. **EASEMENT FOR ACCESS TO UNITS AND LIMITED COMMON ELEMENTS.** The Association shall have the irrevocable right, but not the duty, to be reasonably exercised by the Board and/or the Managing Agent, or any of their successors, assigns, agents, employees, contractors, subcontractors, and other authorized personnel, upon reasonable prior written notice (except in the case of an emergency) to enter each Unit and/or Limited Common Element from time to time during reasonable hours as may be appropriate for the operation or maintenance of the Project or for any other purpose reasonably related to the exercise of the rights and obligations of the Association under this Declaration, or, without notice, at any time for: (1) making emergency repairs therein necessary to prevent damage to any Unit or Limited Common Element; (2) abating any nuisance or any dangerous, unauthorized, prohibited, or unlawful activity; (3) protecting the property rights of any Owner; or (4) preventing death or serious bodily injury to any Owner or other Occupant therein.

Notwithstanding the foregoing, with respect to the Commercial Unit(s), except in emergency situations, the Association shall: (1) to the extent reasonably possible, exercise such easement rights at a time that is reasonably convenient to such Commercial Unit Owner or its tenant (and subject to the terms of the applicable lease or occupancy agreement), which may be before or after the customary business hours of the Commercial Unit Owner or its tenant; (2) exercise such easement rights in a commercially reasonable manner so as to minimize inconvenience or disruption to the activities being conducted in the Commercial Unit or its Limited Common Elements; (3) if requested by the Owner or its tenant, be accompanied by the Owner, its tenant, or any other representative; and (4) not enter or access any areas designated as "restricted areas" by written notice from the Owner or its tenant unless a representative of the Owner or its tenant is present or the Owner or its tenant have otherwise consented to such access. Examples of "restricted areas" may include, without limitation, cash handling areas, inventory storage and display areas, and similar areas containing property to which access shall be reasonably limited for purposes of loss prevention, inventory control, confidentiality, or compliance with legal requirements.

An "emergency" is defined as any occurrence or situation where, if immediate remedial action is not undertaken, substantial damage to the Common Elements, to a Unit, or injury or death to individual persons within the Project is likely to result.

G. **EASEMENT AFFECTING COMMON ELEMENTS.** The Association has the right, exercisable by the Board and/or the Managing Agent, to designate, grant, lease, convey, transfer, cancel, relocate, and otherwise deal with any easements over, under, across, or through the Common Elements for any reasonable purpose, including, without limitation: (1) those purposes necessary to the operation, care, upkeep, maintenance, or repair of any Unit, the Common Elements, or any Limited Common Element; or (2) any easements for utilities or for any public purpose including for example, pedestrian walkways, landscaped areas, stairs, ramps, roadways, or other access to areas designated for public use, or the facilities that support the Project. The Association must have the written approval of the Commercial Director and each affected Commercial Unit Owner before it can exercise this right within any Commercial Limited Common Element or a Commercial Unit Limited Common Element.

H. **EASEMENTS THROUGH OR BENEFITTING ADJACENT LANDS.** The Association has the right, exercisable by the Board, to receive, transfer, cancel, relocate, and otherwise deal with any easement or license through adjoining parcels of land in favor of the Land or the Project, including, without limitation, for utility infrastructure or Owners or public access, as necessary for the Project. The Association also has the right,

exercisable by the Board, to grant, cancel, relocate, and otherwise deal with any easement or license encumbering the Land or the Project that benefits adjacent lands. The Association's rights are subject to the approval of Developer during the Development Period.

I. **DEVELOPER'S EASEMENT TO COMPLETE IMPROVEMENTS TO THE PROJECT.** To and until December 31, 2042, Developer, its agents, employees, consultants, contractors, licensees, successors, mortgagees, and assigns shall have an easement over, under, and upon the Project, including the Common Elements, Limited Common Elements, and any Unit, as may be reasonably necessary or appropriate for the completion of the Improvements of the Project and the correction of defects and other "punchlist" items therein. Each and every Owner or other Person acquiring an interest in the Project waives, releases, and discharges any rights, claims, or actions such party may acquire against Developer, its agents, employees, consultants, contractors, licensees, successors, and assigns, as a result of any noise, dust, vibration, and other nuisances or annoyances arising from the completion of such Improvements. In the event that Project Lender, if any, or any successor to or assignee of Project Lender, shall acquire any portion of the Project in the course of any foreclosure or other legal proceeding or in the exercise of the Mortgage remedies or by a deed or an assignment in lieu of foreclosure, Project Lender, its successors and assigns, shall have the same rights as Developer to complete Improvements to the Project.

Notwithstanding the foregoing, with respect to the Commercial Unit(s), Developer shall: (1) to the extent reasonably possible, exercise such easement rights at a time that is reasonably convenient to such Commercial Unit Owner or its tenant (and subject to the terms of the applicable lease or occupancy agreement), which may be before or after the customary business hours of the Commercial Unit Owner or its tenant; (2) exercise such easement rights in a commercially reasonable manner so as to minimize inconvenience or disruption to the activities being conducted in the Commercial Unit or its Limited Common Elements; (3) if requested by the Owner or its tenant, be accompanied by the Owner, its tenant, or any other representative; and (4) not enter or access any areas designated as "restricted areas" by written notice from the Owner or its tenant unless a representative of the Owner or its tenant is present or the Owner or its tenant have otherwise consented to such access. Examples of "restricted areas" may include, without limitation, cash handling areas, inventory storage and display areas, and similar areas containing property to which access shall be reasonably limited for purposes of loss prevention, inventory control, confidentiality, or compliance with legal requirements.

J. **DEVELOPER'S EASEMENT FOR NOISE AND DUST.** To and until December 31, 2042, Developer, its agents, employees, consultants, contractors, licensees, successors, and assigns, shall have an easement over, under, and upon the Project or any portion thereof, to create and cause noise, dust, vibration, and other nuisances created by and resulting from any work connected with or incidental to the development, construction, and sale of any Unit or any other Improvements in the Project. Each and every Owner or other Person acquiring any interest in the Project waives, releases, and discharges any rights, claims, or actions such party may acquire against Developer, its agents, employees, consultants, contractors, licensees, successors, and assigns, as a result of any such noise, dust, vibration, and other nuisances or annoyances. In the event that Project Lender, if any, or any successor to or assignee of Project Lender, shall acquire any portion of the Project in the course of any foreclosure or other legal proceeding or in the exercise of the Mortgage remedies or by a deed or an assignment in lieu of foreclosure, Project Lender, its successors and assigns, shall have the same rights as Developer to create and cause noise, dust, vibration, and other nuisances created by and resulting from any work related or incidental to the development, construction, and sale of any Unit or any other Improvements in the Project.

K. **DEVELOPER'S EASEMENT FOR SALES ACTIVITIES.** Developer, its brokers, sales agents, Representatives, and other related persons shall have the right to conduct extensive sales activities at the Project, including the use of any Unit owned by Developer, the Common Elements, the Residential Limited Common Elements (including the Recreational Deck), and the Residential Unit Limited Common Elements, but excluding any Residential Unit Limited Common Elements appurtenant exclusively to Units not owned by Developer, for model units, tours, sales, leasing, management, construction offices, parking, extensive sales displays, and hosting promotion activities, functions and receptions, the posting and maintenance of signs and other advertisements relating to such sales activities, and to install, maintain, locate, relocate, and reconfigure such structures, displays, advertising signs, billboards, flags, sales desks, kiosks, sales, leasing, management, and/or construction offices, model units, interior design and decorator centers, and parking areas for employees, agents, and prospective buyers, as may be necessary or convenient for the proper development and disposition of Units by sale, resale, lease, or otherwise, and the right, but not the obligation, to provide ongoing maintenance, operation, service,

construction, and repairs to individual Units. This easement shall include the right of Developer to temporarily reasonably restrict access to such Common Elements and Limited Common Elements, but excluding any Commercial Limited Common Elements and Commercial Unit Limited Common Elements, and Owners shall have no redress against Developer for the temporary loss of use of such areas. In the event that Project Lender, if any, or any successor to or assignee of Project Lender shall acquire any portion of the Project in the course of any foreclosure or other legal proceeding or in the exercise of the Mortgage remedies or by a deed or an assignment in lieu of foreclosure, Project Lender, its successors and assigns, shall have the same rights as Developer to conduct such sales activities on the Project.

Each and every party acquiring an interest in the Project or the Land hereby acknowledges that the sales activities may result in noise and nuisances, and consents to such activity by Developer, and further waives, releases, and discharges any rights, claims, or actions such party may acquire against Developer, its brokers, sales agents, Representatives, employees, consultants, attorneys, and Lenders, and their respective successors and assigns, as a result of any such activity or activities.

L. **EASEMENTS FOR COMMUNITY SYSTEMS AND TELECOMMUNICATIONS AND RIGHT TO ENTER INTO UTILITY CONTRACTS**. There is reserved to Developer, its agents, employees, personnel, or licensees and its successors and assigns, a perpetual right and easement over the Project to install and operate, or provide for the installation and operation of Community Systems as Developer, in its discretion, deems appropriate to serve all or any portion of the Project. Such right shall include, without limitation, Developer's right to select and contract with companies licensed to provide photovoltaic, telecommunications, cable television, and other Community Systems services in the region, to receive compensation from any source related to the rights set forth in this Section, and to grant easements for such purpose, all upon such terms and conditions as Developer may determine in its discretion.

M. **EASEMENTS PURSUANT TO THE MASTER CHARTER**. Developer shall have the reserved right to grant easements through the Common Elements for purposes set forth in the Master Charter, including, without limitation, easements to access certain areas of the Project and easements for use of certain areas of the Project by the Master Association for recreational purposes, use of park space, or pedestrian and/or bicycle access, or other purposes. Portions of such areas may also be dedicated to the public or dedicated for use by the public pursuant to the Master Charter.

N. **DEVELOPER'S ADDITIONAL EASEMENTS AND RIGHTS TO ACCEPT, GRANT, AND MODIFY EASEMENTS, LICENSES, AND RIGHTS OF ENTRY.**. To and until December 31, 2042, Developer reserves the right to designate, grant, convey, transfer, cancel, relocate, and otherwise deal with any easements over, under, across, or through the Common Elements as necessary or convenient for any reasonable purpose, which may include, but not be limited to, the repair, care, or upkeep of any Unit or Common Elements, any utility easements or infrastructure to serve the Project or access ways, walkways, or to comply with any government agreement or permit, private covenant, or other easement or access requirements. Developer further reserves the right to negotiate, grant, cancel, relocate, and otherwise deal with any temporary license or right of entry over, under, across, or through the Land or the Project or adjoining properties in favor of, or encumbering, the Land or the Project for any reasonable purpose which may include, but not be limited to, temporary rights of entry or other similar licenses and agreements to accommodate the construction and development of neighboring properties such as the use of airspace for the assembly, disassembly, and operation of tower cranes, and related construction and development activities. Developer also has the right to grant such easements necessary for repair, care, or upkeep of any utility infrastructure to serve the Project or access ways, walkways, or vehicular or pedestrian access to comply with any government agreement or permit, private covenant, or other easement or access requirements, or for the reason that any owner of property that is subject to an easement in favor of the Land or the Project uses any right it has to require a change in the location of that easement. Developer must have the written approval of each affected Commercial Unit Owner before it can exercise this right within any Commercial Limited Common Element or a Commercial Unit Limited Common Element, which approval shall not be unreasonably withheld.

O. **LICENSE TO OCCUPANTS**. Any Person who has a right or permission to occupy a Unit also has the right and license to use the Common Elements and the Limited Common Elements appurtenant to the Unit occupied, to the same extent that the Owner of such Unit would have the right to do so. This right to use and license remains in effect only during the time period when the Person has the right to occupy the Unit. This includes, for

example, anyone who rents or leases a Unit (subject to any limits or additional terms contained in any rental agreement or lease with the Owner).

P. **DEVELOPER'S LICENSE TO USE RECREATIONAL AMENITIES.** To and until December 31, 2042, irrespective of Developer's ownership of a Unit in the Project, Developer and its guests shall have the right and license to use the Recreational Amenities, subject to the terms and provisions of the Condominium Documents (under which Developer shall be considered an "Owner" for enforcement purposes), together with any easements necessary through the Common Elements to access the Recreational Amenities. Notwithstanding the foregoing, Developer (1) shall designate no more than twenty (20) guests with access privileges at any one time; and (2) shall pay to the Association an equitable fee of Three Hundred and No/100 Dollars ($300.00) per year for each designated guest. This annual use fee shall not be waived once Developer appoints its designees for the applicable calendar year. This Section shall not be altered or amended without the prior written consent of Developer prior to the expiration hereof.

Q. **CONSENT OF OTHER PERSONS.** Developer may exercise the rights reserved to it in this Article without the approval or joinder of any other Person, except as otherwise specifically provided in this Article.

R. **NO DEDICATION.** Developer shall have the right, from time to time, to temporarily close off any portion of the Common Elements open to the general public to prevent a dedication, provided that advance notice of such closure is provided to the Association. Developer must have the written approval of each affected Commercial Unit Owner before it can exercise this right within any Commercial Limited Common Element or a Commercial Unit Limited Common Element, which approval shall not be unreasonably withheld.

S. **DEVELOPER'S EASEMENT TO EXERCISE RESERVED RIGHTS.** Developer, its agents, employees, consultants, contractors, licensees, successors, mortgagees, and assigns, shall have an easement over, under, upon, and through the Common Elements and any Limited Common Elements and through the Units or any portion thereof as may be reasonably necessary to exercise any of its reserved rights, and such easement shall allow Developer, its agents, employees, consultants, contractors, licensees, successors, mortgagees, and assigns, to create and cause noise, dust, and other nuisances created by and resulting from any work connected with or incidental to effecting any such exercise; provided that any such work is undertaken with reasonable diligence and shall not unreasonably interfere with the use and enjoyment of the Project by Owners. Notwithstanding the foregoing, with respect to the Commercial Unit(s), Developer shall: (1) to the extent reasonably possible, exercise such easement rights at a time that is reasonably convenient to such Commercial Unit Owner or its tenant (and subject to the terms of the applicable lease or occupancy agreement), which may be before or after the customary business hours of the Commercial Unit Owner or its tenant; (2) exercise such easement rights in a commercially reasonable manner so as to minimize inconvenience or disruption to the activities being conducted in the Commercial Unit or its Limited Common Elements; (3) if requested by the Owner or its tenant, be accompanied by the Owner, its tenant, or any other representative; and (4) not enter or access any areas designated as "restricted areas" by written notice from the Owner or its tenant unless a representative of the Owner or its tenant is present or the Owner or its tenant have otherwise consented to such access. Examples of "restricted areas" may include, without limitation, cash handling areas, inventory storage and display areas, and similar areas containing property to which access shall be reasonably limited for purposes of loss prevention, inventory control, confidentiality, or compliance with legal requirements.

V. ALTERATION AND TRANSFER OF INTEREST.

Except as set forth in this Declaration, the Common Interest appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of all of the Owners affected, expressed in an amendment to this Declaration that is duly recorded at the Bureau. The Common Interest shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with such Unit even if such interest is not expressly mentioned or described in the instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an undivided interest in the Common Elements shall be void unless the Unit to which said interest is appurtenant is also transferred. The Common Elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by the Act or by the terms of this Declaration.

Except as set forth in this Declaration, no alteration of the Common Interest or easements appurtenant to any Unit shall be made, nor shall any partition or subdivision of any Unit be made, without the prior written consent of Eligible Mortgage Holders.

VI. **USE.**

A. **PROJECT; IN GENERAL.**

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

2. **RIGHT TO SELL, LEASE, OR RENT.** Subject to those certain prohibitions on uses set forth herein, the Owners of the respective Units shall have the absolute right, without the consent or joinder of any other Owners, to sell, rent, lease, or otherwise transfer such Units subject to all of the provisions of the Condominium Documents; provided, however, that: (a) all leases shall be in writing, signed by the Owner or Owner's representative and the tenant; (b) as it pertains to the Residential Units, all leases shall have a term of not less than ninety (90) days, or such longer minimum period required by applicable law; (c) all leases and rentals of Units or portions thereof shall be made in accordance with any applicable zoning ordinances and other applicable laws, including, but not limited to, the Residential Landlord Tenant Code, Chapter 521 of the Hawaii Revised Statutes, unless otherwise exempt therefrom; (d) without prior written approval of the Board, no leasing of less than an entire Residential Unit shall be allowed; (e) an Owner shall give notice in writing to the Association that such Owner's Unit is being leased and the name of such lessee, (f) as it pertains to the Residential Units, such Owner's right to lease is subject to any owner-occupant requirements under Part V.B of the Act; and (g) no Unit may be utilized for hotel purposes. Further, no Owner, or any agent of an Owner, shall engage in a circumvention of the foregoing requirements by systematically permitting the cancellation of an authorized lease, thereby effectively permitting occupancy of an Owner's Unit for less than the minimum permitted time period.

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

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

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

recovery thereunder, or result in reputable companies refusing to provide insurance as required or permitted by the Bylaws. Any insurance premium increase caused by a Residential Unit Owner shall become a Residential Unit Class Expense, and any increase caused by a Commercial Unit Owner shall be paid by such Commercial Unit Owner.

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

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

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

2. **MAXIMUM OCCUPANCY**. Unless limited otherwise by County ordinance, or other applicable law, no Residential Unit shall be occupied by more than nine (9) persons, and, in no event shall occupancy of a Residential Unit exceed three (3) persons per bedroom; provided however, that this occupancy limitation shall not apply to or restrict the Owner of a Residential Unit from hosting a larger group of invited guests or visitors in such Unit for a one (1) day function with prior written notice to the Managing Agent and subject to the limitations set forth in the House Rules.

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

4. **PROHIBITION AGAINST TIME SHARE PROGRAMS AND UTILIZATION OF SHORT-TERM ONLINE RENTAL PLATFORMS.** Residential Units and their Limited Common Elements, or any portion of any, *shall not be the subject of or sold, transferred, conveyed, leased, occupied, rented, or used under a time share plan (as defined in Hawaii Revised Statutes, Chapter 514E, as amended) or similar arrangement or program, whether covered by Chapter 514E or not, including, but not limited to, any so-called "fractional ownership," "vacation license," "travel club membership," "club membership," "membership club," "destination club," "time-interval ownership," "interval exchange" (whether the exchange is based on direct exchange or occupancy rights, cash payments, reward programs or other point or accrual systems) or "interval ownership" as offered and established through a third-party vacation membership service provider who is in the business of providing and managing such programs. The Residential Units shall not be used as part of any occupancy plan or for similar purposes, which shall include: (a) any joint ownership, whether or not ownership is deeded, of a Residential Unit where unrelated (i.e., non-family) owners share and enjoy use or occupation of the Residential Unit according to a periodic (fixed or floating) schedule based on time intervals, points or other rotational system; or (b) any club, the membership of which allows access and use of one or more properties by its members based on availability and reservation priorities, commonly known as destination clubs (equity or non-equity) or vacation clubs. Furthermore, the Residential Units and their Limited Common Elements, or any portion of any, shall not be used for transient or hotel purposes, which are defined as (a) rental for any period less than ninety (90) days, or (b) any rental in which the Occupants of the Residential Unit are provided customary hotel or resort services. The Residential Units shall also not be placed in or made available on any short term online rental platform or any other platform whereby potential occupants are solicited to stay in a Unit for less than a ninety (90) day period. The foregoing restrictions are collectively referred to as "**Occupancy Restrictions**." The Occupancy Restrictions may be enforced by Developer, the Association, the Resident Manager, the Site Manager, or the Managing Agent.*

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

5. **USE OF RECREATIONAL AMENITIES; RECREATIONAL DECK.** The Recreational Amenities, including those Recreational Amenities located on the Recreational Deck and Level 1 of the Tower, are Residential Limited Common Elements. Except as otherwise provided herein, the Recreational Amenities shall only be used by the Residential Unit Owners while in residence, their Occupants, and non-residing guests while accompanied by the Owner or Occupant. The Recreational Amenities are to promote recreation and leisure activities and any other purposes permissible by the Condominium Documents; provided that, and subject to any Developer's Reserved Rights, at no time shall there be any commercial use of the Recreational Deck or Recreational Amenities to service any Person other than an Owner (or Owner's or Occupant's invitees), nor shall any Owner charge a fee for others to utilize the Recreational Amenities or Recreational Deck or other area which Recreational Amenities are located, nor shall the Recreational Deck or other area in which Recreational Amenities are located contain any third-party independent commercial operation, provided that a third-party independent commercial operation whose business is to provide services exclusively to Owners and their invitees may be permitted in the discretion of the Board. Developer shall have the option, at its sole discretion, to add to, reconfigure, resize, relocate, and/or remove any or all of the Recreational Amenities, which may in turn increase or decrease the Common Expenses and, consequently, affect maintenance fees. This Section shall not be considered a representation and/or warranty of Developer that any or all of the Recreational Amenities will be built, located on the Recreational Deck or Level 1 of the Tower, and/or offered to Residential Unit Owners

6. **SALES AND MARKETING; MARKETING MATERIALS.** Except for Residential Units owned by Developer and used for sales and marketing purposes, no "open houses" or similar activity promoting the sale of a Residential Unit shall be permitted at the Project without the prior written consent of Developer during the Development Period, and, after the expiration or termination of the Development Period, the Board. All sales and marketing materials provided to an Owner in connection with the Residential Unit or the

Project that are otherwise the property of Developer, including, but not limited to, any imagery, logos, artistic renderings, weblinks, layout depictions, video clips, and other similar marketing materials may not be used by an Owner or any rental agent in the promotion of any Residential Unit in the Project in any fashion whatsoever without the prior written approval of Developer, which approval may be withheld in Developer's sole discretion. Any use of such material in any way by an Owner or any rental agent without such permission will entitle Developer to immediately enjoin such use and to pursue any and all remedies against the Owner, independently of the obligations set forth in this Declaration. The Owner and/or rental agent will be fully responsible to pay for all costs incurred by Developer in enforcing its proprietary rights in and to such material, including, but not limited to, any and all attorneys' fees and costs.

D. COMMERCIAL UNITS AND LIMITED COMMON ELEMENTS.

1. **COMMERCIAL USE.** Subject to the limitations below, the Commercial Units, Commercial Limited Common Elements, and Commercial Unit Limited Common Elements shall be used for any commercial purpose permitted by law, including, without limitation, all business or professional license and permit requirements and the Vested Rules, and shall be consistent with the Project Quality Standard. The Commercial Units may be leased at the discretion of the Commercial Unit Owner, subject to the provisions of the lease. The Owner(s) of any Commercial Unit, in its sole discretion, may contract with various providers of goods and services, such as food and beverage operators, retail stores, and other vendors, to provide goods and services at the Project. The Owner(s) of any Commercial Unit may retain any and all compensation paid to the Owner(s) in return for permitting a vendor to use space within the Commercial Unit or its Limited Common Elements. The commercial uses of any Commercial Unit are subject to change at the sole discretion of the Commercial Unit Owner(s), and subject further to the terms of any lease. No Residential Owner shall be guaranteed access through any Commercial Unit, the Commercial Limited Common Elements, or Commercial Unit Limited Common Elements.

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

a. facilities for the sales or service of mobile homes or trailers;

b. junkyards, scrap metal yards, automobile used parts sales facilities, motor vehicle dismantling operations, sanitary landfills, except that auto specialty stores or boutiques (with any one store or boutique not to exceed 10,000 square feet) that display only a limited number of automobiles on-site at any particular time may be permitted;

c. dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, other than handling or reducing waste produced on the premises from authorized use in a clean and sanitary manner;

d. salvage business;

e. truck terminals and truck stop-type facilities, including truck parking lots (except as may be incidental to a use that is not prohibited);

f. tanning parlors, massage parlors, or any establishment which offers entertainment or service by nude or partially dressed male or female persons, except that this provision shall not preclude tanning and massage services offered by fully clothed, trained personnel as part of a legitimate fitness or health facility, or a day spa operation that also offers beauty, body care, skin care, or similar services;

g. "adult entertainment uses," which shall include, for the purposes of this Section, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (i) movies, films, videos, magazines, books, or other medium (whether now or hereafter developed) that are rated "X" by the movie production industry (or any successor rating established by the movie production industry) or are otherwise of a pornographic or obscene nature (but not including the sale or rental of movies, films, or videos for private viewing); or (ii) sexually explicit games, toys, devices, or similar merchandise;

h. mini-warehouses and warehouse/distribution centers;

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

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

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

l. heavy machinery sales and storage facilities; and

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

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

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

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

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

F. **USE OF LIMITED COMMON ELEMENTS**. Subject to the terms of this Declaration and the reserved rights of Developer herein, Owners shall have the right to use the Limited Common Elements appurtenant to their Units for any purpose permitted by zoning, other applicable laws, and the Condominium Documents. Notwithstanding anything provided to the contrary, or from which a contrary intent may be inferred, neither the Board nor the Association shall have any right to change the use of, or lease or otherwise use any Limited Common Element without the prior written consent of the Owners of the Unit(s) to which such Limited Common Element is appurtenant. The Owners of at least sixty-seven percent (67%) of the Common Interest that is appurtenant to Units to which any particular Limited Common Element is appurtenant shall have the right to change the use of a particular Limited Common Element. Subject to the Developer's Reserved Rights set forth herein and the easements granted in **Article IV**, no lease, license, easement, or similar right may be granted over the Residential Limited

Common Elements or the Commercial Limited Common Elements without the vote and approval of the Residential Unit Class or the Commercial Unit Class, respectively.

G. **SEPARATION, COMBINATION OF UNITS; TRANSFER OF INTEREST**. Subject to the Developer's Reserved Rights set forth herein, no Owner may partition or separate a Unit or the legal rights comprising ownership of a Unit from any other part thereof, nor shall an Owner combine a Unit with any portion of another Unit; provided that a Residential Unit Owner may consolidate Residential Units pursuant to **Section X.C.1** and a Commercial Unit Owner may consolidate Commercial Units pursuant to **Section X.D.8**. No Owner shall sell, assign, convey, transfer, gift, devise, bequeath, hypothecate, or encumber anything other than a single, complete Unit; provided, however, that nothing herein contained shall: (1) limit the right of Developer and its successors and assigns to sell or lease Units as contemplated herein; (2) restrict the manner in which title to a Unit may lawfully be held under Hawaii law (e.g., joint tenants, tenants in common, or the like); (3) limit the right of an Owner to transfer a Limited Common Element parking stall, storage locker, or storage room as provided in **Section XV.A.3** and Section 514B-40 of the Act; or (4) prevent the lease, sublease, or rental of portions of the Commercial Unit, Commercial Limited Common Elements, and Commercial Unit Limited Common Elements. Except as provided in clauses (1) and (4) above, every sale, assignment, conveyance, transfer, gift, devise, bequest, hypothecation, encumbrance, or other disposition of a Unit, or any part thereof, shall be presumed to be a disposition of the entire Unit, together with all appurtenant rights and interests created by law or by the Condominium Documents. The transfer of any Unit shall operate to transfer to the new Owner of the Unit the interest of the prior Owner in all funds held by the Association even though not expressly mentioned or described in the instrument of transfer, and without any further instrument or transfer.

H. **ADA COMPLIANCE**. To the extent required, the Project will be constructed in compliance with the ADA. All such areas required to be ADA compliant, as well as all Improvements therein, must at all times comply with the ADA, as well as all other laws, ordinances, building codes, rules, regulations, orders, and directives of any governmental authority having jurisdiction now or in the future applicable to such ADA areas.

I. **NUISANCES**. No nuisances shall be allowed in the Units which are a source of annoyance to the Owners or Occupants of other Units or which interfere with the peaceful possession or proper use of the Units by its Owners or Occupants. Notwithstanding the foregoing, the Commercial Units may be used in accordance with **Section VI.D.1** herein, and commercially reasonable standards for noise and nuisance as to such Commercial Units will be permitted at the Project.

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

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

L. **PETS**. Residential Unit Owners are permitted to keep pets in their Units subject to the limitations set forth in the House Rules; provided, however, that notwithstanding this provision, visually impaired persons, hearing impaired persons, and physically and mentally impaired persons, shall be allowed to use the services of a

"**service animal**" as such term is defined under the ADA, and an "**emotional support**" animal, as more particularly described in the House Rules.

M. **SMOKING**. Smoking shall not be permitted within the Residential Units, any Common Element, Residential Limited Common Element, or Residential Unit Limited Common Element. Smoking shall only be permitted within designated smoking areas in the Project.

N. **HOUSE RULES**. Additional use restrictions that are consistent with this Declaration and the Bylaws may be set forth in the House Rules by the Board. Any proposed rules and regulations that may affect the Commercial Units, Commercial Limited Common Elements, or Commercial Unit Limited Common Elements shall be subject to the prior written approval of the Commercial Director.

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

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

2. On behalf of the Association, to lease or otherwise use for the benefit of the Association the Common Elements not actually used by any of the Owners for an originally intended special purpose, as determined by the Board; provided that unless the approval of the Owners of at least sixty-seven percent (67%) of the Common Interest is obtained, any such lease shall not have a term exceeding five (5) years and shall contain a provision that the lease or agreement for use may be terminated by either party thereto on not more than sixty (60) calendar days' written notice;

3. To lease or otherwise use for the benefit of the Association those Common Elements not falling within **Section VI.O.2** above, upon obtaining: (a) the approval of the Owners of at least sixty-seven percent (67%) of the Common Interest, including all directly affected Owners, and (b) the approval of all mortgagees of record which hold Mortgages on Units with respect to which Owner approval is required by (a) above, if such lease or use would be in derogation of the interest of such mortgagees;

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

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

P. **SEVERANCE OF COMMON ELEMENTS FROM UNIT**. No Owner shall be entitled to sever his or her Unit, or any portion thereof, from his or her undivided interest in the Common Elements, in any easement interests appurtenant thereto or licenses granted under this Declaration. Neither may such component interests be severally sold, conveyed, leased, encumbered, hypothecated, or otherwise dealt with, and any such attempt to do so in violation of this provision shall be void and of no effect. Developer and its successors, assigns, and grantees, and each Owner, each covenant and agree that the Units and the corresponding undivided interest in the Common Elements and the easements, licenses, and other interests appurtenant thereto, shall not be separated or separately conveyed, and (1) each such undivided interest in the Common Elements and any easements appurtenant to a Unit shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to title to the Unit, and (2) each such Unit shall be deemed to be conveyed or encumbered with its respective undivided interest in the Common Elements and in any easements, licenses or other interests appurtenant thereto even though the description in the instrument of conveyance or encumbrance may refer only to the title to the respective undivided interest. Nothing herein shall limit the right of an Owner to transfer a Limited Common Element parking stall, storage locker, or storage room as provided in **Section XV.A.3** of this Declaration and Section 514B-40 of the Act.

Q. **NON-APPLICABILITY TO DEVELOPER**. Notwithstanding anything provided herein to the contrary, as long as there are unsold Units in the Project, the provisions of this Article shall not apply to the Units

owned by Developer, or its successors and assigns, or the Limited Common Elements appurtenant thereto, or to any Improvements proposed or made by Developer, or its successors or assigns or its affiliates, in connection with its development, construction, promotion, marketing, sales, or leasing of any Unit or any portion of the Project; provided, however, Developer must have the prior written approval of each affected Commercial Unit Owner before Developer can exercise this right within any Commercial Unit, Commercial Limited Common Element, or Commercial Unit Limited Common Element, or otherwise affect any Commercial Unit Owner's use of its Commercial Unit and appurtenant Limited Common Elements, which approval shall not be unreasonably withheld.

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

VII. ADMINISTRATION OF THE PROJECT.

Administration of the Project shall be vested in the Association, consisting of all Owners in accordance with the Bylaws. Operation of the Project and maintenance, repair, replacement, and restoration of the Common Elements, and any additions and alterations thereto, shall be in accordance with the provisions of the Act, this Declaration, and the Bylaws, including all requirements and limitations set forth in this Declaration and the Bylaws regarding the Units and the Common Elements. The Project is intended to be operated and administered at the Project Quality Standard at which the Units are operated and managed professionally and efficiently.

A. **OPERATION**. Except as otherwise provided in this Section or otherwise in this Declaration, the Association shall, in accordance with the Project Quality Standard, perform the following:

1. Make, build, maintain, and repair all Common Elements (except for the Commercial Limited Common Elements, Commercial Unit Limited Common Elements, and any Residential Unit Limited Common Elements solely appurtenant to one (1) Residential Unit), including, without limitation, any walls, fences, gates, walkways, sidewalks, utilities, lines, drains, roads, driveways, driveway ramps, curbs, parking areas, and lighting in the Common Elements (except for the Commercial Limited Common Elements, Commercial Unit Limited Common Elements, and any Residential Unit Limited Common Elements solely appurtenant to one (1) Residential Unit), as well as other improvements not located within the Project but of which the Association has use or to which the Association has access.

2. Ensure the expenses for the Common Elements and Limited Common Elements are allocated as set forth in this Declaration.

3. Keep all Common Elements (except for the Commercial Limited Common Elements, Commercial Unit Limited Common Elements, and any Residential Unit Limited Common Elements solely appurtenant to one (1) Residential Unit) in a strictly clean and sanitary condition, with all necessary reparations whatsoever, in good order and condition, and repair and make good all defects in the Common Elements (except for the Commercial Limited Common Elements, Commercial Unit Limited Common Elements, and any Residential Unit Limited Common Elements solely appurtenant to one (1) Residential Unit) required to be repaired by the Association and observe and do anything required by all laws, ordinances, rules, and regulations that apply from time to time to the Project or the use of it. Because portions of the Common Elements and Limited Common Elements are visible to and, in some cases, utilized by the general public, including customers of the Commercial Units, these areas may be maintained by the Commercial Director in order to be consistent with the Project Quality Standard, and certain costs arising therefrom shall be shared by the Commercial Unit Class and Residential Unit Class as Common Expenses.

4. In performing the operations set forth in this Section, any actions of the Association to (a) alter the exterior portion of the Tower, (b) alter the appearance of any portion of the Commercial Units, (c) affect in any way the Commercial Limited Common Elements or Commercial Unit Limited Common Elements, or (d) alter directional signage that may impact the use and operation of the Commercial Units, shall be subject to the consent of a Majority of the Commercial Unit Class and the Commercial Director.

5. Not erect or place on the Project any building or structure, including fences and walls, nor make material additions or structural alterations or exterior changes to any Common Elements of the Project

except in accordance with plans and specifications prepared by a licensed architect and approved by any other Owners whose approval is required by the Act, and subject to applicable approvals required by this Declaration, including, without limitation, from any governmental agencies. After starting the Improvements, the Association must work diligently to complete them in a timely manner.

6. Before commencing or permitting construction of any Improvement on the Project where the cost thereof exceeds Five Hundred Thousand and No/100 Dollars ($500,000.00), obtain a performance and labor and materials payment bond, naming as obligees the Board, the Association, and collectively all Owners and their respective Lenders of record, as their respective interests may appear, with a responsible corporate surety authorized to do business in the State, guaranteeing the full and faithful performance of the contract for such construction free and clear of any mechanics' and materialmen's liens for such construction, the payment of all subcontractors, laborers, and materialmen, and the discharge of any mechanics' and materialmen's liens for a penal sum of not less than one hundred percent (100%) of the estimated cost of such construction. As an alternative, and under the appropriate circumstances, the Board may approve a written guaranty or other instrument guaranteeing the full and faithful performance of the contract for such construction free and clear of any mechanics' and materialmen's liens for such construction, the payment of all subcontractors, laborers, and materialmen, and the discharge of any mechanics' and materialmen's liens.

7. Observe any setback lines or boundaries affecting the Project and not erect, place, or maintain any building or structure whatsoever except approved fences or walls between any street boundary of the Project and the setback line along such boundary or the Project and the adjoining lot.

8. Not neglect or abuse or make or suffer any strip or waste or unlawful, improper, or offensive use of the Project.

9. Subject to **Section IV.F**, make emergency repairs, or install, repair, or replace portions of the Project for which the Association is responsible.

B. **DEVELOPER, COMMERCIAL UNIT OWNER, AND RESIDENTIAL UNIT OWNER RIGHTS AND LIMITATIONS.** Except as specifically provided herein, the Association shall have all of the powers set forth in Section 514B-104 of the Act. The Association shall not impose any fees or charges on a Commercial Unit for the use, rental, or operation of any Commercial Limited Common Element or Commercial Unit Limited Common Element.

The Commercial Unit Owner(s) shall pay and be responsible for the operation, care, upkeep, repair, maintenance, and cost of their respective Units, any Commercial Limited Common Elements, and any Commercial Unit Limited Common Elements appurtenant to their respective Commercial Units, except as otherwise set forth herein or in the Bylaws. The Residential Unit Owners shall pay and be responsible for the operation, care, upkeep, repair, maintenance, and cost of their respective Units and any Limited Common Element solely appurtenant to their respective Units. The Association shall be responsible for the operation, care, upkeep, repair, and maintenance of all Residential Limited Common Elements and Residential Unit Limited Common Elements (except for those Residential Unit Limited Common Elements solely appurtenant to one (1) Residential Unit), and the cost shall be borne by the applicable Unit or Residential Unit Class, except as otherwise provided for herein or in the Bylaws. All Owners shall pay and be responsible for costs associated with the Association's operation, care, upkeep, repair, maintenance of the Common Elements.

In no event, during the Developer Control Period, may the Board or the Association regulate or take any action with respect to Capital Upgrades or the operation, care, upkeep, repair, and maintenance of the Common Elements or Limited Common Elements appurtenant to more than one (1) Unit without the approval of Developer, or the Limited Common Elements appurtenant to a single Unit without the additional approval of the affected Owner, and, if such action is with respect to a Limited Common Element appurtenant to one (1) or more Commercial Units, the approval of the Commercial Director. Notwithstanding the foregoing, the actions described herein may be taken in an "emergency" situation if and only to the extent necessary to prevent bodily injury or substantial property damage.

The Parking Structure may be utilized by the Commercial Unit Owners and the Residential Unit Owners to access their respective storage, parking, and/or loading areas and Units. The interior of the Parking

Structure designated as Residential Limited Common Element shall be operated, repaired, and maintained by the Association, and the interior of the Parking Structure designated as Commercial Limited Common Element shall be operated, repaired, and maintained by the Commercial Unit Owners. The Commercial Unit Owners, Residential Unit Owners, Board, and Association shall cooperate and use their best efforts to maintain and upkeep the Parking Structure uniformly and in accordance with the Project Quality Standard. With respect to the Parking Structure, the Association and the Commercial Unit Owners shall consult and establish a coordinated maintenance schedule to promote the safety and efficiency of their maintenance activities within the Project (including, without limitation, window washing, power washing, erection of scaffolding, etc.).

C. **CAPITAL UPGRADES TO COMMON ELEMENTS.** Whenever in the judgment of the Board, the Common Elements shall require Capital Upgrades costing in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, and the making of such Capital Upgrades shall have been approved by a Majority of Owners, then the Board shall proceed with such Capital Upgrades and may assess the Owners for the cost thereof as a Common Expense. If such Capital Upgrades, if not made, could reasonably result in a threat to the health or safety of the Owners or a significant risk of damage to the Project, then such actions may be taken without the prior approval of Owners. Any Capital Upgrades costing less than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year may be made by the Board without approval of the Owners, provided said Owners are given at least ten (10) business days written notice of a special meeting at which actions are approved by an amendment to the budget by the Board. The cost of such Capital Upgrades shall constitute a Common Expense. The foregoing shall not apply to operational expenses, which shall be subject to applicable provisions of the Condominium Documents. This Section shall not apply to any Capital Upgrades made by Developer when exercising the Developer's Reserved Rights.

D. **CAPITAL UPGRADES TO LIMITED COMMON ELEMENTS.** Whenever the Residential Limited Common Elements shall require Capital Upgrades, the Residential Unit Class shall proceed with such Capital Upgrades upon Majority vote of the Residential Unit Class at any meeting where a quorum is present. Whenever the Commercial Limited Common Elements shall require Capital Upgrades, the Commercial Unit Class shall proceed with such Capital Upgrades upon the approval of each affected Commercial Unit Owner and the Commercial Director. The cost of the Capital Upgrades shall be a Unit Class Expense for the Unit Class to which the subject Limited Common Elements are appurtenant. If such Capital Upgrades, if not made, could reasonably result in a threat to the health or safety of the Owners or a significant risk of damage to the Project, then such additions, renovations, replacements, alterations, or Improvements may be made by the Board without the prior approval of the Owners. The foregoing shall not apply to operational expenses, which shall be subject to applicable provisions of the Condominium Documents. This Section shall not apply to any Capital Upgrades made by Developer when exercising the Developer's Reserved Rights.

E. **EXTRAORDINARY ACTIONS.** Although the Board shall generally have broad powers to regulate, govern, and manage the Project, the power to approve certain Extraordinary Actions (as defined below) shall remain vested in the Association. Any provision of this Declaration or the Bylaws to the contrary notwithstanding, the Board and the Association shall not be authorized to take any Extraordinary Actions during the Developer Control Period without the affirmative vote of Owners representing not less than eighty percent (80%) of the Residential Unit Class and the approval of Developer, and after the end of the Developer Control Period, without the affirmative vote of Owners representing not less than a Majority of the votes of the Residential Unit Class and the approval of the Commercial Director. As used herein, the term "**Extraordinary Actions**" shall mean any and all actions taken by or on behalf of the Association, including, without limitation, amending this Declaration to change the permitted use of the Common Elements, commencing or maintaining any litigation, defending an action, filing a counterclaim, mediation, or similar proceeding (except for routine Common Expense collection matters, or actions required to enforce the restrictions on use of Units, rules or architectural controls) which would reasonably require the expenditure of funds in excess of One Hundred Thousand and No/100 Dollars ($100,000.00) in the aggregate during any fiscal year of the Association, and any determinations pursuant to Section 514B-41(c) of the Act and that are not prohibited by an express provision of this Declaration. Extraordinary Actions shall not be deemed to include Capital Upgrades or actions by the Association in connection with operational expenses, including the establishment and utilization of reserves for the repair or replacement of Common Elements.

F. **CONDUCT OF OWNERS AND OCCUPANTS**. Each Owner and Occupant shall comply with all of the Condominium Documents and all laws of the County, the State, and the United States. No Owner or Occupant may act in any way:

1. That causes any danger to any person or property;

2. That is unlawful or disorderly;

3. That would damage or injure the welfare or interests of (a) any other Owner; (b) Developer; (c) the Managing Agent, Resident Manager or Site Manager; or (d) the Association;

4. That is in violation of any provision of the Condominium Documents;

5. That would be harmful, harassing, or offensive;

6. That would cause any other nuisance; or

7. That is otherwise inconsistent with the operation of the Project pursuant to the Project Quality Standard.

Each Owner shall be responsible for and shall pay all costs and damages caused by such Owner or Occupant's failure to comply with the foregoing, including any fines and/or penalties that may be assessed under the House Rules.

VIII. MANAGING AGENT.

Fiscal and administrative management of the Project and the physical management of the Common Elements (except for the physical management of the Commercial Limited Common Elements, Commercial Unit Limited Common Elements, and Residential Unit Limited Common Elements solely appurtenant to one (1) Residential Unit) shall be conducted for the Association by a qualified, corporate Managing Agent who shall be appointed by the Association, in accordance with the Bylaws. The Management Agreement shall contain a requirement that the Managing Agent operate the Project at the Project Quality Standard and further provide for the right of the Board to terminate the Management Agreement if the Project is not operated or maintained at such standard by the Managing Agent.

IX. SERVICE OF LEGAL PROCESS.

The Resident Manager, if any, shall be authorized to receive service of legal process for and on behalf of the Association and the Board at the address of the Resident Manager, pursuant to the Act. If no Resident Manager is appointed, the Managing Agent shall be authorized to receive service of legal process for and on behalf of the Association and the Board at the Project's administrative office, if any, or address of the Managing Agent, pursuant to the Act.

X. ALTERATION OF THE PROJECT.

A. **IN GENERAL**. This Section applies, except as otherwise provided by the FHA and except as otherwise provided in this Declaration. This Section does not apply to changes made by Developer when exercising Developer's Reserved Rights. Neither the Association nor any Owner may make any structural changes or additions to the Common Elements, the Limited Common Elements, or the Units that are different in any material respect from the Condominium Map, except pursuant to any requisite vote by the Association and amendment of this Declaration, or as otherwise set forth herein or in the Bylaws. Any such restoration, replacement, construction, alteration, or addition must be made in accordance with complete plans and specifications that are first approved by the Board in writing. Promptly after the work is completed, the Association, Developer, or the Owner must record the amendment along with any necessary changes to the Condominium Map. This Section does not apply to "**nonmaterial additions and alteration**" as that term is used in Section 514B-140 of the Act. Except as provided in **Section X.D** below, nothing in this Article: (1) authorizes any work or change that would jeopardize the soundness,

safety, or structural integrity of any part of the Project; (2) authorizes any work or change by an Owner that would materially change the uniform external appearance of the Project without the approval of the Board; (3) prohibits the Board from making or requiring that an Owner make changes within any Unit or Limited Common Element appurtenant thereto as needed to comply with the fire code and all other laws that apply to the Project; and (5) prohibits Developer from completing the initial Project construction and Improvements.

B. **PROTECTION OF POST-TENSION CONCRETE SYSTEM**. Concrete components of the Project will be built using a post-tension concrete system that involves placing steel cables under high tension in the concrete slab foundation forming floors and ceilings. No Owner shall alter, pierce, or otherwise tamper with the concrete slabs above and below the Unit, which could result in serious damage to the integrity of the post-tension concrete system and/or cause serious injury or damage to persons and property. Without limiting the foregoing, window coverings may not be attached or anchored to such slabs. By accepting a Unit Deed, each Owner will further acknowledge and accept (1) that one of the effects of using a post-tension concrete system is that concrete surfaces may experience non-structural, cosmetic cracking that may be visible to Owners and require cosmetic repairs, and (2) that it is an inherent part of a post-tension concrete system that floors will not be level beyond the permitted construction tolerances and thus installation of certain floor coverings such as wood or other hard surface floor covering may require some leveling prior to installation.

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

1. **PERMITTED ALTERATIONS**. Each Residential Unit Owner has the right, subject to the terms and provisions in the Condominium Documents and the approval of the Board pursuant to **Section X.F**, which approvals shall not be unreasonably withheld or delayed, to make any of the "nonmaterial additions and alterations" as such term is defined in Section 514B-140 of the Act, which include the following changes, additions, and Improvements solely within the Owner's Unit or within a Limited Common Element appurtenant only to the Owner's Unit, at such Owner's sole cost and expense:

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

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

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

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

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

of the Common Interest and Class Common Interest for the original Units and shall not affect the Common Interest or Class Common Interest appurtenant to any other Unit.

2. **NOISE RESTRICTIONS ON UNIT FLOOR COVERINGS.** As a condition to the installation, repair, alteration, or replacement of any surface floor coverings in a Residential Unit, the Owner shall provide the Board with written evidence that, as installed, the sound control underlayment of the new floor covering will mitigate sound transmission with a minimum Sound Transmission Coefficient (STC) Acoustic Standard of STC-55 and an Impact Isolation Class (IIC) rating of IIC-55 or such other rating as the Board shall have determined is required to prevent unreasonable sound transmission through the type of flooring that will be installed. The installation of foregoing insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the Tower, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission). Following installation of such approved hard floor covering and sound control underlayment, the Owner will provide the Board with written confirmation from the installer that the material specified in the Board's written approval was duly installed and that as installed, such flooring meets the minimum standards set forth above. The Board shall have the right to require that any hard surface floor covering installed without the Board's prior written approval or not in conformity with the minimum standards in this Section shall be removed at the Owner's expense.

D. **BY COMMERCIAL UNIT OWNERS.** Each Commercial Unit Owner has the right, subject to the terms and provisions in the Condominium Documents, to make any of the following changes, additions, and Improvements to the Owner's Unit or within a Limited Common Element appurtenant only to the Owner's Unit, at such Owner's sole cost and expense, without the consent of the Association or Board, except as herein provided:

1. To make any of the "nonmaterial additions and alterations" as such term is defined in Section 514B-140 of the Act;

2. To install, maintain, remove, and rearrange non-load bearing walls and partitions within the Unit from time to time;

3. To install and/or extend outdoor seating areas or lounge areas within the Commercial Unit Limited Common Elements;

4. To finish, change, or substitute any plumbing, electrical, or other fixtures attached to the ceilings, floors, or walls as appropriate for the use of the Unit and/or its Commercial Unit Limited Common Elements and to tie into utility lines connecting to the Unit;

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

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

7. To change the exterior appearance to the Unit or Limited Common Elements appurtenant solely thereto, including the configuration, size, and appearance of entrances and windows, facades, and storefronts as allowed by applicable zoning laws and other governmental requirements;

8. To consolidate two (2) Units owned by the same Owner; provided that any intervening walls removed are not load-bearing or structural walls, and to install doors, stairways, and other Improvements in the intervening wall and/or make other commercially reasonable additions. The Owner must ensure that the structural integrity of the Commercial Units, Limited Common Elements appurtenant thereto, and the building will not be adversely affected; the finish of the remaining Common Elements is restored to substantially the same condition as prior to removal; and all construction activity is completed within a reasonable time. The Common Interest and Commercial Unit Class Common Interest appurtenant to the single consolidated Unit shall equal the

total of the Common Interest and Class Common Interest for the original Units and shall not affect the Common Interest or Class Common Interest appurtenant to any other Unit; and

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

Any material addition or alteration to a Commercial Unit or Limited Common Element appurtenant thereto shall require the approval of the Board, which approval shall not be unreasonably withheld, only if the proposed addition or alteration, as reasonably determined by a Majority of the Board, could jeopardize the soundness or safety of the Project, impair any easement, or interfere with or deprive any non-consenting Owner of the use or enjoyment, or structural integrity, of any part of the Common Elements. A request for Board approval will be deemed approved unless the Board responds within thirty (30) days of receipt of such request. The issuance of a building permit by the County for the material addition or alteration shall be conclusive evidence that the addition or alteration would not jeopardize the soundness, safety, or structural integrity of the Project.

If a dispute arises between or amongst Commercial Unit Owners as a result of any change or modification made solely within an Owner's Unit or within the Limited Common Elements appurtenant only to an Owner's Unit pursuant to this Section, it shall be resolved solely by the disputing Commercial Unit Owners and the Commercial Director.

E. **BY THE BOARD**. The Board has the right to change the exterior appearance of the Project, without approval of the Association; provided that the cost of such change shall not exceed Five Hundred Thousand and No/100 Dollars ($500,000.00). During the Development Period, however, the Board may not pursue any such change without Developer's prior written approval.

F. **APPROVAL OF THE BOARD; CONDITIONS TO BOARD APPROVAL**. It is intended that the Tower presents a uniform and attractive appearance in accordance with the Project Quality Standard and that any addition or alteration made by an Owner shall not jeopardize the safety or soundness of the Project, impair any easement, or interfere with or deprive any nonconsenting Owner of the use and enjoyment of his or her Unit or the Project.

1. **APPROVAL OF BOARD FOR CHANGES AFFECTING EXTERIOR APPEARANCE OF PROJECT**. Except for changes to the Commercial Units or the Limited Common Elements appurtenant thereto, discussed in **Section X.D**, above, whenever any proposed modification, change, addition to, or alteration of any Unit or Limited Common Element appurtenant thereto will impact such appearance of the Tower:

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

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

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

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

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

2. **APPROVAL OF BOARD FOR PERMITTED ALTERATIONS TO RESIDENTIAL UNITS**. The Board shall review any proposed nonmaterial addition or alteration to a Residential Unit:

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

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

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

The Board may only disapprove a nonmaterial addition or alteration where the Board reasonably believes that the addition or alteration could jeopardize the soundness of the Project or impair any easement or interfere with or deprive any nonconsenting Owner of the use and enjoyment of part of the Project.

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

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

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

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

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

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

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

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

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

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

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

J. **FACADE SIGNAGE; COMMERCIAL UNIT OWNERS AND DEVELOPER**. Each Commercial Unit Owner shall have the exclusive right for the benefit of its Commercial Unit to install, maintain, repair, and replace (from time to time) signs and other displays on the exterior facade of the Parking Structure, and the Commercial Unit or the Limited Common Elements appurtenant solely thereto (individually, a "**Facade Sign**" and collectively, the "**Facade Signs**"), in a size and location as permitted by and subject to any zoning laws or other governmental requirements. The Facade Signs shall be consistent with the Project Quality Standard. All Facade Signs, to the extent not required to be insured by the Association, shall be insured at the exclusive cost of the Commercial Unit Owner installing such signage, unless insured by the Occupant of a Commercial Unit pursuant to the terms of the lease or other occupancy agreement. Any Commercial Unit Owner who exercises its right to install the Facade Sign pursuant to this Section shall be solely responsible for the lighting, installation, maintenance, and replacement, of its Facade Sign, and liable for the costs and repair of any damage to the Project proximately caused by such installation, maintenance, and replacement. Developer, during the Development Period, or the Commercial Director may establish and administer any comprehensive sign criteria and shall assume all duties relating to Facade Signs, including, without limitation, approval thereof.

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

and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable and shall not be affected by the disability of any such party.

XI. COMMON EXPENSES; LIMITED COMMON ELEMENT EXPENSES; UNIT CLASS EXPENSES; LIEN.

The Board, acting on behalf of the Association, shall, from time to time, assess the Common Expenses against all the Units, Unit Class Expenses against all Units in a Unit Class, and costs against specific Units in a fair and equitable manner, and in accordance with the Act, this Declaration, and the Bylaws. All Assessments shall constitute a lien against the Unit to which such assessment is attributed.

A. **COMMON EXPENSES**. Other than those profits or expenses directly attributable to the Limited Common Elements, and except as otherwise provided herein, the common profits and expenses of the Association shall be distributed among, and the Common Expenses, including, without limitation, all costs of the Resident Manager and, if any, salary expenses of all personnel, and the cost of any Resident Manager Unit, shall be charged to the Unit Classes and Owners in a fair and equitable manner. The costs of maintenance, repair, and replacement of the Common Elements, reserves for the Common Elements, and all other Common Expenses of the Common Elements shall be charged to the Owners in proportion to the Common Interest appurtenant to their respective Units, except as otherwise provided herein, in the Act or the Bylaws. No expense shall be apportioned and charged to the Owners in proportion to the Common Interest appurtenant to their respective Units if such expense is fairly and equitably chargeable to a particular Unit Class. If any Common Expense is incurred where the respective direct allocation of such expense to a Unit Class is fair and equitable, the Board shall fairly and equitably allocate such respective Common Expense among the appropriate Unit Class.

B. **SPECIAL COSTS**. The costs of maintenance, repair, and replacement of the Alternative Allocation Common Elements, reserves for the Alternative Allocation Common Elements, and all other Special Costs associated with the Alternative Allocation Common Elements shall be divided equally between the Residential Unit Class and the Commercial Unit Class, then each Unit Class shall assess the individual Owners based on Class Common Interest. Nothing herein shall prevent the Board from reallocating the Special Costs between the Unit Classes in a fair and equitable manner, subject to the consent of the Commercial Director.

C. **LIMITED COMMON ELEMENT EXPENSES**. Profits and expenses attributable to Limited Common Elements shall be distributed or charged to the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant. If a Limited Common Element is appurtenant to more than one (1) Unit, then the Units shall share the cost in proportion to their relative Common Interests, as set forth in **Exhibit "B"** herein; provided that the Association may assess the costs of maintenance and upkeep of Limited Common Element parking stalls, storage lockers and/or storage rooms appurtenant to the Residential Units as a Residential Unit Class Expense. Owners of Units to which are appurtenant Limited Common Elements that the Association is responsible for maintaining, shall be responsible for reimbursing the Association for any costs and expenses associated with such maintenance.

D. **UNIT CLASS EXPENSES**. Profits and expenses attributable to the Commercial Unit Class and Residential Unit Class shall be allocated to the appropriate Unit Class based on the Unit Class Common Interest set forth in **Exhibit "B."**

1. The following specific expenses shall also be Residential Unit Class Expenses: (a) costs to support, maintain, and operate the Residential Limited Common Elements; (b) all costs of maintenance, repair, replacement, including reserves, of any equipment or apparatus servicing only the Residential Limited Common Elements; and (c) the cost of personnel exclusively servicing the Residential Units and their Limited Common Elements.

2. The following specific expenses shall also be Commercial Unit Class Expenses: (a) costs to support, maintain, and operate the Commercial Limited Common Elements; (b) all costs of maintenance, repair, replacement, including reserves of any equipment or apparatus serving only the Commercial Limited Common Elements; and (c) the cost of any personnel utilized to serve only the Commercial Units and their Limited Common Elements, if any.

If any Unit Class Expense is incurred where the allocation of such expense to another Unit Class is fair and equitable, the Board shall fairly and equitably allocate such expense among the appropriate Unit Classes.

E. **CERTAIN VENDOR COSTS; SEPARATE METERS**. If any services are provided to, or if any costs are incurred for, any Common Element where the respective direct allocation of such costs between Common Elements and/or Limited Common Elements appurtenant to a Unit Class are not readily determinable by separate meters or separate billing by vendors, the Board shall request the vendor of the services to segregate the billings as between or amongst the Common Elements and/or Limited Common Elements appurtenant to a Unit Class. If the vendor is unable to or refuses to meter usage or allocate costs, then the Board may unanimously agree to an Alternative Allocation of such Special Costs between or amongst the Commercial Unit Class and Residential Unit Class. In arriving at such agreement, the Board may engage the services of a professional engineer or other professional to provide his/her opinion of a fair allocation. If the Board is unable to agree on such allocation (a "**deadlock**"), notwithstanding anything contained in this Declaration to the contrary, the matter will be submitted to binding arbitration unless the Board unanimously agrees otherwise. In the event of a deadlock, any Board member may initiate arbitration to resolve the deadlock by providing written notice of such desire to each Board member. The Board shall have a period of twenty (20) calendar days following the date notice is given to agree by a Majority of the Board on a single arbitrator who shall be a professional engineer or other professional to resolve the deadlock, and if the Board fails to do so, then the arbitrator shall be determined by application to DPR (or similar alternative dispute resolution services if DPR ceases to exist), in which event the arbitration shall be administered by DPR pursuant to its Protocols for Arbitration of Disputes (or the arbitration rules and proceedings of such similar dispute resolution service if DPR ceases to exist). The costs of the arbitration shall be a Common Expense. The decision of the arbitrator shall be final and binding on the Board and the Owners, and a judgment on the arbitrator's decision may be entered by any court having jurisdiction.

F. **OTHER EXPENSES**. All charges, costs, and expenses incurred by the Association which are necessitated by the negligence, misuse, or neglect of any Owner or Occupant or any Person under either of them, to the extent not covered by insurance, may be charged to such Owner or the Owner of the Unit of such Occupant, as a special assessment, secured by the lien created under this Section pursuant to the provisions of Section 514B-144(d) of the Act.

G. **ASSESSMENT OF EXPENSES**. Assessments shall be levied at such time as the Board adopts the budget for the calendar year in question. The Board shall mail to each Owner, at the address shown in the records of the Association, a written statement setting forth the amount of the assessment against the Unit. Except as otherwise provided herein or in the Act, all sums assessed by the Association but unpaid constitute a lien on the Unit prior to all other liens, except only: (1) liens for taxes and assessments lawfully imposed by a governmental authority against the Unit, and (2) all sums unpaid on Mortgages filed prior to the filing of a notice of lien by the Association, and costs and expenses, including attorneys' fees, provided for in such Mortgages.

H. **COLLECTION OF ASSESSMENTS**. When the Lender or other purchaser of any Unit acquires title to such Unit as a result of the remedies provided in the Mortgage, foreclosure of the Mortgage, or a private sale or deed in lieu of foreclosure, such Lender or such other purchaser, as the case may be, and their respective heirs, devisees, personal representatives, successors, and assigns, shall not be liable for the share of the Common Expenses or Assessments chargeable to such Unit which became due prior to such acquisition of title. Subject to the right of the Board to specially assess the amount of the unpaid regular monthly Assessments for Common Expenses against an Owner pursuant to the provisions of Section 514B-146(j) of the Act (other than purchasers who hold a first Mortgage filed prior to the filing of a notice of lien): (1) the unpaid share of Common Expenses shall be deemed Common Expenses collectible from all of the Owners, including such Lender or such other purchaser of a Unit with the unpaid share of Common Expenses and their respective heirs, devisees, personal representatives, successors, and assigns; (2) the unpaid share of Unit Class Expense shall be deemed collectible from all of the Owners in the particular Unit Class, including the purchasing Lender or purchaser of the Unit with the unpaid share of such Unit Class Expenses and their respective heirs, devisees, personal representatives, successors and assigns; (3) the unpaid share of Special Costs shall be deemed collectible from all of the Owners to which such Special Costs are applicable, including the purchasing Lender or purchaser of the Unit with the unpaid share of such Special Costs and their respective heirs, devisees, personal representatives, successors, and assigns; and (4) the unpaid share of Limited Common Expenses shall be deemed collectible from all of the Owners to which such Limited Common

Expenses are applicable, including the purchasing Lender or purchaser of the Unit with the unpaid share of such Limited Common Expenses and their respective heirs, devisees, personal representatives, successors, and assigns.

No Owner shall be exempt from liability for the Owner's contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Owner's Unit.

I. **ASSESSMENT LIEN**. All Assessments shall constitute a lien against the Unit to which such assessment is attributed. The lien may be foreclosed by action by the Managing Agent or Board, acting on behalf of the Association, in like manner as a Mortgage of real property. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the Unit during the pendency of such action and the Association shall be entitled to the appointment of a receiver to collect the same. The Managing Agent or Board, acting on behalf of the Association, may, unless otherwise prohibited in this Declaration, bid on the Unit at the foreclosure sale, and acquire and hold, lease, Mortgage, and convey the same. Action to recover a money judgment for unpaid Common Expenses and other Assessments shall be maintainable without foreclosing or waiving the lien securing the same.

Prior to foreclosing upon such lien, the Board, or an attorney retained by the Board, or Managing Agent shall provide thirty (30) calendar days prior written notice of its intention to foreclose, by mailing such notice, postage prepaid, to the last known address of all Persons having an interest in such Unit as shown in a title report pertaining to the Unit, which title report shall be dated not more than sixty (60) calendar days prior to the date of any such notice, including, but not limited to, any holder or insurer of a Mortgage of any interest in such Unit.

J. **INTEREST IN COMMON EXPENSE FUNDS NOT SEPARATELY ASSIGNABLE**. The proportionate interest of each Owner in any capital contributions, custodial fund, or maintenance reserve fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such Unit even though not expressly mentioned or described in the conveyance thereof. In case the Project shall be terminated or waived, said capital contributions, custodial fund, or maintenance reserve fund remaining after full payment of all Common Expenses of the Association shall be distributed to all Owners in their respective proportionate shares except for the Owners of any Units then reconstituted as part of a new condominium property regime.

XII. INSURANCE.

A. **INSURANCE GENERALLY**. The Association shall obtain and maintain the insurance required by this Article with the exception of the insurance coverage to be obtained by the Owners pursuant to **Sections XII.B.3** and **XII.F** below and provided, however, the terms and conditions of the insurance obtained and maintained by the Association shall comply with but shall not exceed the insurance requirements of Project Lender, if any. Each policy may be separate, or the Association can buy one or more commercial package policies provided such package policy allocates the amount of coverage from time to time required hereunder or shall otherwise provide the same protection as would a separate policy insuring only the Project. Until the end of the Developer Control Period, Developer shall have the rights of the Association and/or the Insurance Trustee provided herein.

1. **SOURCE OF THE INSURANCE**. The Association shall buy the insurance.

2. **QUALIFIED INSURANCE COMPANIES**. Each insurance company must be licensed to do business in the State except for (a) federal flood insurance and other government insurance programs, and (b) insurance not available, or not available at a reasonable price from a company licensed in the State. Each insurance company must have a financial rating of A-VII or better according to Best's Insurance Report. If the insurance cannot be obtained from a company having that rating, or if the Board decides that the cost is too high, then the Association may buy the insurance from any financially sound company of recognized responsibility.

3. **ADDITIONAL INSURANCE**. The Board has the right and power to increase coverage or to obtain better terms than those stated in this Article if the Board decides that it is necessary or is in the best interests of the Association. The Board may also buy other kinds of insurance even if they are not described in this Article.

4. **SUMMARY OF INSURANCE POLICIES**. Each insurance policy obtained by the Association to provide the coverage required under this Article shall be summarized in writing, in layman's terms, at

the inception of the insurance policy. The summary shall include the type of insurance policy, a description of the coverage and the limits thereof, amount of annual premium, and renewal dates. The Board shall provide this information to each Owner.

5. **YEARLY REVIEW OF INSURANCE PROGRAMS.** The Board must review the adequacy of its entire insurance program at least yearly. The Managing Agent must furnish an analysis of (a) the insurance needs of the Association and the Owners; and (b) the adequacy of the existing insurance policies to meet those needs. The Board shall review this analysis and then make any changes in the insurance program that it deems necessary or appropriate. All Board decisions are final provided such decisions align with but, notwithstanding anything to the contrary, do not exceed the insurance requirements of Project Lender, if any. The Board must report in writing its conclusions and the action taken after its review.

6. **LIABILITY FOR INSURANCE DECISIONS.** The Board will not be liable for any decision it makes regarding insurance unless it was grossly negligent or guilty of intentional misconduct. Likewise, neither Developer nor the Managing Agent nor the Representative of any of the foregoing will be liable except for their gross negligence or intentional misconduct regarding any decisions pertaining to insurance.

7. **INSPECTION AND COPIES OF INSURANCE POLICIES.** Any Owner (and anyone having executed a contract to buy a Unit) may inspect copies of the Association's insurance policies at the office of the Managing Agent. If asked to do so, the Board will furnish a copy of any policy, or a current certificate of insurance, to any Lender that has a first Mortgage on a Unit. The Lender must pay a reasonable fee for the copy.

8. **NOTICE OF CHANGES IN INSURANCE.** The Association will send notice to the Owners, Project Lender, if any, and Lenders if:

a. The Association's policy of property insurance under **Section XII.B** or liability insurance under **Section XII.D** has lapsed, has been canceled, or will not be renewed unless replacement coverage will be in effect before the policies lapse or are canceled; or

b. There is a significant adverse change in the coverage of those policies (for example, a significant reduction in the policy limits or a substantial increase in the deductible).

c. The Association must send any notice required by this **Section XII.A.8** by first-class mail and as soon as reasonably possible.

B. **PROPERTY INSURANCE.** The Association must buy and keep in effect at all times a policy of property insurance. This is referred to as the "**Policy**" in this Section.

1. **WHO IS INSURED.** The Policy must name the Association, as trustee for all Owners, Project Lender, if any, and any Lenders, as the insured. Developer must also be named as an insured during the Development Period.

2. **REQUIRED COVERAGE.** Except for those items set forth in **Section XII.B.3** below which are required to be covered by an Owner, the Policy must insure all Units, Common Elements, and all common personal property belonging to the Association. The Policy must be in a total amount not less than the full insurable replacement cost of the insured property with no co-insurance, less commercially reasonable deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date. Replacement cost shall be evaluated and updated, at a minimum, annually and at the time of each renewal. The Policy shall not cover any Improvements and betterments or personal property in a Unit after the time a Certificate of Occupancy is issued for such Unit. The cost of replacement of such items shall be the sole responsibility and expense of the Owner of such Unit. The Policy need not cover land, foundation, excavation, and other items normally excluded from such coverage.

3. **OWNER HAZARD COVERAGE REQUIRED.**

a. Each Owner of a Residential Unit is solely responsible, at such Owner's sole expense, for obtaining and maintaining a personal home insurance policy of Type HO-6 or an equivalent policy that

provides customary coverage for liability and for such Owner's personal property, Improvements and betterments, and other portions of the Residential Unit that are not covered under the Policy.

b. Each Owner of a Commercial Unit is responsible, at such Owner's sole expense, for obtaining and maintaining insurance coverage for personal property, Improvements and betterments, and other items within such Commercial Unit to the extent that such items or personal property are not covered under the Policy and such insurance policy may include business interruption coverage for loss of rents, as applicable.

c. In addition to the insurance obtained in this **Section XII.B.3**, the Commercial Unit Owner(s) may purchase, for the benefit of the Commercial Unit Owner(s), supplemental all-risk of physical loss insurance coverage insuring the Commercial Unit and its Limited Common Elements, the proceeds of which shall be paid to, and be for the exclusive use of, and administered by, the Commercial Unit Owner(s). Notwithstanding such coverage, the Policy shall remain the primary insurance for those matters required to be insured against pursuant to **Section XII.B.2** above. The liability of carriers issuing the Policy shall not be affected or diminished by reason of any such supplemental insurance obtained by the Commercial Unit Owners.

d. Each Owner may also be required, at such Owner's own expense, to obtain additional insurance coverage as may be determined pursuant to the provisions of Section 514B-143(g) of the Act.

e. To the fullest extent permitted by law and provided such waiver is available in the commercial marketplace, any policy obtained pursuant to this Section must provide that the insurance company waives any right of subrogation to any right of the Persons insured by the Policy as against the Association, the Board, the Managing Agent, Developer, the Owners, and the Representatives of each of the foregoing.

4. **FORM OF POLICY**. The Policy must comply with all requirements of Project Lender, if any, and cover the perils insured under ISO special causes of loss form (CP 10 30) or its equivalent. A "**special form policy**" typically insures against the following: fire, lightning, windstorm, hail, smoke, explosion, civil commotion, riot and riot attending strike, aircraft and vehicle damage, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, breakage of glass, falling objects, water damage, collapse of structure, and direct physical loss. If the Project is located in an area prone to earthquakes, tsunamis, flood, windstorm, named storms, storm surge or hurricanes, the Association must also buy insurance for such risks available at a reasonable cost or in form and amounts as required by Project Lender, if any.

5. **ADDITIONAL COVERAGE**. The Policy must contain an agreed amount endorsement or waive any co-insurance requirement. The policy must cover terrorism, ordinance or law, boiler and machinery/equipment breakdown and must provide rental loss and/or business income interruption insurance with, as respects loss of income, an endorsement or provision containing an extended period of indemnity of not less than eighteen (18) months and, as respects rental insurance, in an amount equal to one hundred percent (100%) of the projected gross income from operations.

6. **REQUIRED AND PROHIBITED PROVISIONS**. Unless the Board decides the cost is unreasonably high, provided any such Board decision aligns with the insurance requirements of Project Lender, if any, the Policy, at minimum, must provide as follows:

a. The Policy must not relieve the insurance company from liability because of any increased hazard on any part of the Project, not within the control or knowledge of the Association, the Board, Developer, the Managing Agent, any Owner, or any Persons under any of them.

b. The Policy must not permit the insurance company to cancel or substantially change the Policy or the coverage (whether or not asked by the Board) unless the insurance company gives written notice of the cancellation or change at least thirty (30) calendar days in advance. The insurance company must send the notice to the Board and the Managing Agent. The Board will send a copy to Project Lender, if any, and each Lender and any other Interested Person who has, in either case, requested a copy of any such notice and has provided the Board with an address for such notice.

c. The Policy must provide that the insurance company waives any right of subrogation to any right of the Persons insured by the Policy as against the Association, the Board, the Managing Agent, Developer, the Owners, and the Representatives of each of the foregoing.

d. The Policy must provide that the insurance company waives any right to deny liability because any Unit or Units are vacant.

e. The Policy must not limit or prohibit any Owner from buying other insurance for the Owner's own benefit. It must also provide that the liability of the insurance company will be primary and will not be affected by any such other insurance, and that the insurance company cannot claim any right of set off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner.

f. The Policy must provide that any loss will be settled by (i) the insurance company, (ii) the Board, and (iii) any Lender having a Mortgage on the Project or on a Unit directly affected by the loss.

g. The Policy must contain a standard "**mortgagee clause**." This protects the rights of Lenders. Unless it cannot be reasonably obtained, the mortgagee clause must:

(i) Name as an insured Project Lender and any Lender whose name has been furnished to the Board and to the insurance company;

(ii) Provide that any reference to a Lender in the policy includes all Lenders, in their order of priority, named in the Policy;

(iii) Provide that any act or neglect of the Association, the Board, or any Owner or Occupant will not release the insurance company from its duties to the Lender; and

(iv) Provide that the insurance company waives:

(a) any right to deny coverage for the Lender's benefit because the Lender unknowingly fails to notify the insurance company of any hazardous use,

(b) any requirement that the Lender pay any policy premium (provided, however, the Lender may pay any premium due if the Association fails to do so on time), and

(c) any right to contribution from the Lender.

h. The Policy must provide that if there is a loss to the Project and a single payment by the insurance company exceeds Two Hundred Thousand and No/100 Dollars ($200,000.00), then the proceeds must be paid to the Insurance Trustee. The Insurance Trustee shall be required to make the proceeds of the Policy available pursuant to the provisions of **Sections XIII.A** and **XIII.E** of this Declaration. The Policy must also require that the insurance company recognize the insurance trust agreement referred to in **Section XIII.I** of this Declaration. Whenever insurance proceeds are deposited with an Insurance Trustee, the Association must promptly notify each Lender listed in the Association's records of ownership.

C. **FLOOD INSURANCE**. The Project is located in Flood Zone AE and federal flood insurance may be required for the Project. The Association may buy a policy of flood insurance that complies with the requirements of the National Flood Insurance Program and the Federal Insurance Administration if available at a reasonable cost.

D. **LIABILITY INSURANCE**. The Board shall procure and maintain in effect commercial general liability insurance and, if necessary, commercial umbrella insurance written as follows or alternatively with a form that provides coverage that is at least as broad as the primary insurance policies, commercial vehicle insurance, workers' compensation and employer's liability insurance. In this Section, the commercial general liability insurance and commercial umbrella insurance are together called the "**Liability Policy**."

1. **WHO IS INSURED**. The Liability Policy must cover all Owners, the Board, the Association, the Managing Agent and, during the Development Period, Developer and each of their Representatives against claims for personal injury, bodily injury, death, and property damage. The Liability Policy must name Owners and their Representatives as additional insureds and the policy must include coverage for terrorism. To evidence compliance with this requirement, the Board will obtain a certificate of insurance and provide a copy to the Commercial Unit Owner(s). During such time that Developer is an Owner, the liability policy must name as additional insureds Developer, and such additional insureds as Developer shall direct from time to time and the Representatives of all of the foregoing. To the extent commercially reasonably available, the certificate shall also provide that not less than thirty (30) calendar days' notice of cancellation or decrease in coverage shall be given to the Commercial Unit Owner(s). To the fullest extent permitted by law, any policy obtained pursuant to this Section must provide that the insurance company waives any right of subrogation to any right of the Persons insured by the Policy as against the Association, the Board, the Managing Agent, Developer, the Owners and the Representatives of each of the foregoing.

2. **REQUIRED COVERAGES**. The Liability Policy must include coverage provided by a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, and death or property damage occurring upon, in, or about the Property, provided on an "occurrence" form. The combined limits must not be less than FIVE MILLION DOLLARS ($5,000,000) in the aggregate (which limits must be dedicated to the Project and can be provided by any combination of primary and umbrella coverage), and FIVE MILLION DOLLARS ($5,000,000) per occurrence; provided that the limits may be evaluated annually by the Board based upon industry standards for similar projects in the County. The Liability Policy should provide coverage for premises and operations, products and completed operations, if any, independent contractors, blanket contractual liability for insured contracts and also bodily injury (including death) and property damage that results from the operation, maintenance, or use of the Common Elements and, if applicable, commercial vehicle liability (owned, hired, and non-owned vehicles). The Board must also provide workers' compensation with statutory limits and employer's liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000).

3. **REQUIRED AND PROHIBITED PROVISIONS**. Unless the Board decides the cost is unreasonably high, provided any such Board decision aligns with the insurance requirements of Project Lender, if any, the Liability Policy, at minimum, must provide as follows:

a. The Liability Policy must not limit or prohibit any Owner from buying other liability insurance for the Owner's own benefit.

b. The Liability Policy must not relieve the insurance company from liability because of any unintentional act or neglect of the Association, the Managing Agent, Developer, the Board, the Owners, and Occupants, or any Person under any of them.

c. The Liability Policy must provide that the insurance company waives any right of subrogation to any right of the Persons insured by the Liability Policy as against the Association, the Board, the Managing Agent, Developer, the Owners, and any of their Representatives.

d. The Liability Policy must contain a "**cross-liability**" endorsement.

e. The Liability Policy must contain a "**severability of interest**" provision.

f. The Liability Policy must not permit the insurance company to cancel or substantially change the Liability Policy or the coverage (whether or not asked by the Board) unless the insurance company gives written notice of the cancellation or change at least thirty (30) calendar days in advance. The insurance company must send the notice to the Board (Association). The Board will send a copy to every Lender, the Managing Agent, and, during the Development Period, Developer and, and any other Interested Person who has, in either case, requested a copy of any such notice.

4. **OPTING-OUT**. Notwithstanding anything herein contained, the Commercial Unit Owners (acting unanimously) may elect at any time and from time to time by notice to the Association to obtain on their behalf (and not on a shared basis with the Association) commercial general liability insurance and the commercial umbrella insurance set forth above, in which event: (a) the Commercial Unit Owners shall pay for such

insurance and the costs and benefits thereof shall not be shared; (b) the Commercial Unit Owners shall provide to the Association upon its request, and in any event, not less than once every twelve (12) months, with reasonably satisfactory evidence of such coverage; (c) the insurance coverage provided by the separate policies maintained by the Commercial Unit Owners must be substantially equivalent (to provide coverage for the Commercial Unit Owners' exposure) to the coverage that would have been required to be maintained by the Association for the benefit of all Owners if the Commercial Unit Owners had not made such election; and (d) in the event that the Commercial Unit Owners have elected to obtain on their behalf such insurance, then with respect to such Commercial Unit Owners, the coverages maintained by the Association as set forth in this Section shall be limited to covering the Residential Unit Owners, the Board, the Association, and each of their Representatives and the Commercial Unit Owners shall have no obligation to pay any portion of the cost of such liability insurance coverage maintained by the Association.

E. **DIRECTORS' AND OFFICERS' LIABILITY INSURANCE**. The Board shall procure and maintain a policy insuring, to the extent allowed by law, each person who is or was a Director, Officer, agent, or employee of the Association and each person who is or was a Representative of Managing Agent against all liability in connection with any claim made against him or her as a result of his or her holding that position, including, without limitation, any claim that would be covered under employment practices liability insurance. This is called the "**D&O Policy**" in this Section. The D&O Policy must also cover anyone who serves, at the request of the Association, as a Director, Officer, employee, or agent. The Board will determine the D&O Policy coverages and limits from time to time provided any such determination shall align with but shall not exceed the insurance requirements of Project Lender, if any. If it can be obtained at a reasonable cost, the D&O Policy must provide coverage to the extent permitted by law for any proceeding whether it is civil or criminal, administrative, or investigative. The D&O Policy must cover any expense actually and reasonably incurred. This includes, but is not limited to, attorneys' fees, court costs, and payment of any judgments, fines, and settlements. The Board may decide to buy insurance to cover circumstances where direct reimbursement is not required by law.

F. **RESIDENTIAL AND COMMERCIAL UNIT LIABILITY AND OTHER INSURANCE**. A Residential Unit Owner who operates a home-based business in his or her Unit is also responsible for obtaining a commercial general liability policy with coverage that is customary for operations of its size and character, and the Association and its Representatives shall be named as an additional insured on such policy. The Owner of each Commercial Unit is also responsible for obtaining (i) a commercial general liability policy with coverage that is customary for operations of its size and character; (ii) worker's compensation insurance and employer's liability insurance covering all personnel employed by such Commercial Unit Owner; and (iii) during any period in which significant construction, alterations, repairs, or reconstruction are being undertaken by such Commercial Unit Owner, builder's risk insurance covering the total completed value including any "**soft costs**" with respect to the Improvements being constructed, altered, repaired, or reconstructed (on a completed value, non-reporting basis) by such Commercial Unit Owner, replacement cost of work performed and equipment, supplies, and materials furnished in connection with such construction or repair of Improvements or equipment, together with such "**soft cost**" endorsements and such other endorsements as the Board may reasonably determine, and commercial general liability, workers' compensation and automobile liability insurance with respect to the services provided by the contractor and all such policies, except builder's risk, shall have limits of not less than THREE MILLION DOLLARS ($3,000,000) per occurrence including any combination of primary and umbrella policy limits. The Association, the Board, and each of their Representatives shall be named as an additional insured on all such policies, and the Commercial Unit Owner shall, promptly upon request, provide the Board with a certificate evidencing the required coverage. The Association shall be entitled to receive at least thirty (30) calendar days prior notice before the termination or material change of any such policy. To the fullest extent permitted by law, any policy obtained pursuant to this Section must provide that the insurance company waives any right of subrogation to any right of the Persons insured by the Policy as against the Association, the Board, the Managing Agent, Developer, Lenders, Project Lender, if any, and the Representatives of each of the foregoing. FAILURE OF THE BOARD TO REQUEST OR VERIFY INSURANCE DOES NOT RELIEVE THE OWNER OF THESE INSURANCE REQUIREMENTS.

G. **FIDELITY INSURANCE**. To the extent reasonably available, blanket fidelity bond or crime insurance shall be required to be maintained by the Board for all Officers, Directors, managers, trustees, employees, and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for their services. Where the Board has delegated some or

all of the responsibility for the handling of funds to the Managing Agent, such Managing Agent shall be covered by its own fidelity insurance policy which must provide the same coverage as fidelity insurance maintained by the Board. Except for fidelity insurance that a Managing Agent obtains for its personnel, all other fidelity insurance policies shall name the Association as the insured and premiums will be a Common Expense. Fidelity insurance obtained by the Managing Agent shall name the Association as an additional insured. The total amount of fidelity coverage required shall be sufficient to cover the maximum funds (including reserve funds) that will be in the custody of the Association or Managing Agent at any time while the fidelity insurance policy is in force, but must at least equal the sum of three (3) months aggregate Assessments on all Units within the Project plus any reserves or shall otherwise be in form and amounts as required by Project Lender, if any. Fidelity insurance policies shall contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of "**employees**," or similar terms or expressions. The fidelity insurance policies shall provide that they cannot be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) business days' prior written notice to the Association, any Insurance Trustee, and all Eligible Mortgage Holders.

H. **SUBSTITUTE INSURANCE COVERAGE**. Any insurance coverage specified in this Article shall be subject to availability on commercially reasonable terms with reputable insurance companies authorized to do business in the State. Where such coverage is not available, or is not available on commercially reasonable terms, then the Board shall substitute such other insurance coverage as is acceptable to Project Lender, if any, or to institutional Lenders for Units in projects similar in construction, location, and use. The Board may accept deductibles, uninsured retention, and co-insurance as it chooses in its business judgment. Any amount paid on account of any deductible uninsured retention, or co-insurance will be a Common Expense; provided that if a loss results from the negligence or willful misconduct of an Owner, then the Association may charge the amount to the Owner as provided in the Bylaws; provided further that, in the case of an opt-out pursuant to **Section XII.D.4**, then the Commercial Unit Owners shall have no obligation to pay any portion of the cost of such amount paid on account of any deductible uninsured retention or co-insurance.

I. **FAILURE OF UNIT OWNER TO OBTAIN INSURANCE**. If an Owner shall fail to obtain insurance for his or her Unit as may be required by this Declaration and the Bylaws, the Board is hereby authorized to obtain such insurance for the Unit, the expense of which shall be charged to the Owner; provided that the Board shall give a Commercial Unit Owner thirty (30) calendar days to purchase such insurance for the Unit prior to exercising its rights under this section. Such expense shall be secured by a lien on the Unit and may be foreclosed in a like manner to a lien for Common Expenses.

J. **INSURANCE PRIOR TO FIRST CERTIFICATE OF OCCUPANCY**. Notwithstanding anything in this Article, prior to the issuance of the first Certificate of Occupancy for a Residential Unit, the insurance requirements specified in this Article shall not be applicable and insurance coverage shall be maintained as Developer deems appropriate or as otherwise required by Project Lender, if any.

K. **WAIVER OF THE RIGHT OF SUBROGATION**. NOTWITHSTANDING ANYTHING PROVIDED IN THIS DECLARATION, EACH OWNER, THE ASSOCIATION, THE BOARD, DEVELOPER, LENDERS, PROJECT LENDER, IF ANY, AND EACH OF THEIR REPRESENTATIVES, HEREBY RELEASE (FOR THEMSELVES AND, TO THE EXTENT LEGALLY POSSIBLE TO DO SO ON BEHALF OF THEIR INSURERS AND THEIR RESPECTIVE REPRESENTATIVES) EACH OTHER AND THEIR REPRESENTATIVES, FROM ANY LOSS, DAMAGE, OR LIABILITY FOR ANY CLAIMS WITH RESPECT TO OR ARISING FROM PERSONAL INJURY, BODILY INJURY, DEATH, AND PROPERTY DAMAGE WHICH LOSS, DAMAGE, OR LIABILITY IS CAUSED BY A RISK OF THE TYPE GENERALLY COVERED BY POLICIES OF INSURANCE OF THE TYPE REFERRED TO AND REQUIRED TO BE OBTAINED PURSUANT TO THIS ARTICLE, EVEN IF DUE TO THE NEGLIGENCE OF A PARTY AND PROVIDED THAT THIS SECTION REMAINS SUBJECT TO THE BOARD'S RIGHTS UNDER SECTION 514B-143(d) OF THE ACT WITH RESPECT TO THE ASSESSMENT AND PAYMENT OF THE DEDUCTIBLE. THIS SECTION RELEASES A PARTY FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE, SUBJECT TO ANY LIABILITY UNDER SECTION 514B-143(d) OF THE ACT.

XIII. INSURED DAMAGE OR DESTRUCTION.

This Article applies if all or any part of the Project is damaged or destroyed and if the damage or destruction is covered by insurance procured by the Association. If this happens, then the Association or the Insurance Trustee will use the insurance proceeds as provided in this Article. In this Article, "**proceeds**" means any money paid by an insurance company for a loss under an insurance policy paid for by the Association. Any restoration or repair of the Project shall be performed substantially in accordance with the Declaration and the original plans and specifications, or if reconstruction in accordance with said plans and specifications is not permissible under the laws then in force, in accordance with such modified plans and specifications as shall be approved by the Board and any Lender holding a Mortgage in a Unit directly affected thereby, and in compliance with this Declaration. Notwithstanding anything contained in this Declaration to the contrary, this Declaration and the Bylaws shall not give an Owner or any other party priority over any rights of Lenders pursuant to their Mortgages in case of a distribution to Owners of insurance proceeds or condemnation awards.

A. **DAMAGE TO A UNIT**. Excluding damage insured under **Sections XII.B.3.a** and **Section XII.B.3.b**, if any Residential Unit, Commercial Unit, and/or their appurtenant Limited Common Elements are damaged, the Board shall hire one (1) or more contractors to rebuild or repair such damaged areas according to their design just before the damage occurred. The repairs will include those items covered by the Policy. If the Board cannot repair such damaged areas according to their design just before the damage occurred (for example, if changes in the law prevent it), then the Association will rebuild or repair the Residential Unit, Commercial Unit, and/or their appurtenant Limited Common Elements according to a new design. The new design must comply with this Declaration and with all laws then in effect. Any modified plans and specifications shall be subject to the design review process under the Master Charter and must also be approved by the Board, the Owner, Project Lender, if any, and by any Lender holding a Mortgage on any Unit that is directly affected. If only one (1) or more of the Commercial Units and/or their appurtenant Limited Common Elements are damaged, the Commercial Director, at his or her election, may cause the same to be rebuilt in accordance with the requirements of this Declaration, in which event the Association or the Insurance Trustee shall make the proceeds of the Policy available for such purposes subject to the requirements of **Section XIII.E**.

B. **DAMAGE TO COMMON ELEMENTS**. The Board shall hire one (1) or more contractors to repair or rebuild all damaged Common Elements. The Common Elements shall be rebuilt according to their design just before the damage. If the Board cannot repair such damaged areas according to their design just before the damage occurred (for example, if changes in the law prevent it), then the Association will rebuild or repair the Common Elements according to a new design. The new design must comply with all laws then in effect. Any modified plans and specifications shall be subject to the design review process under the Master Charter and must also be approved by the Board, as required by the Condominium Documents, Project Lender, if any, and any Lender having a Mortgage on any Unit that is directly affected.

C. **USE OF PROCEEDS IF UNIT NOT REPAIRED OR REBUILT**. It is possible that the modified plans and specifications will not provide for rebuilding or repairing a particular Unit or its Limited Common Elements. Also, if applicable law and this Declaration allow it, the Association may decide not to rebuild or repair a particular Unit or its Limited Common Elements; provided that any decision not to rebuild or repair a Commercial Unit or its Limited Common Elements shall be subject to the approval of the Commercial Director. In either case, the Association or the Insurance Trustee will use the insurance proceeds as follows:

1. Proceeds will be applied first to pay that Unit's share of the cost of debris removal; and

2. The part of the insurance proceeds allocable to that Unit and/or its Limited Common Elements will be paid to the Owner of the Unit and to any Lender having a Mortgage on that Unit, as their interests may appear.

D. **SHORTFALL OF INSURANCE PROCEEDS**. The Association or the Insurance Trustee will use insurance proceeds to pay any contractor hired pursuant to this Article. Payments will be made as and when required by the construction contract and this Article. If there are not enough insurance proceeds to pay the full cost to repair and/or rebuild the Common Elements, then the Board is expressly authorized to pay the shortfall from the applicable replacement reserve fund for the Common Elements and Limited Common Element, as the case may be.

If a replacement reserve fund is not adequate, the Board must (1) determine the amount of the remaining shortfall attributable to such reserve fund, and (2) charge a special assessment to each Unit required to contribute to such reserve fund except for Units that are not being rebuilt or repaired. Any special assessment for a Common Element reserve shortfall shall be paid by each Owner according to their Common Interest, any Limited Common Element reserve shortfall shall be paid as a Unit Class Expense, which shall be adjusted as set forth in **Section XIV.B** below where necessary to account for any Units that are not being rebuilt or repaired. The Association will also charge a special assessment to the Owner of any Unit for any costs in excess of the insurance proceeds for rebuilding or repairing his or her Unit and/or the Limited Common Elements appurtenant solely to the Unit (but not including any Common Elements within any Unit).

E. **DISBURSEMENT OF INSURANCE PROCEEDS.** The Association or the Insurance Trustee will pay the cost of the work (as estimated by the Board) from time to time or at the direction of the Board as the work progresses. All insurance proceeds shall be applied first to rebuild, repair, and/or replace any insured damage before the payment of any legal fees by the Association or the Insurance Trustee. Notwithstanding the foregoing, the Association or the Insurance Trustee shall make the proceeds of the Policy available to Developer pursuant to the provisions of **Section XIII.A**. If an Insurance Trust is required, then the Insurance Trustee will make payment only if these conditions are met:

1. An architect or engineer (who may be an employee of the Board) experienced in managing this type of work must be in charge of the work.

2. Each request for payment must be given to the Insurance Trustee at least seven (7) calendar days in advance. It must include a certificate signed by the architect or engineer. The certificate must state that:

a. All of the work completed complies with the approved plans and specifications,

b. The amount requested is justly required to reimburse the Board or Developer (based on construction of the Project) for payments by the Board or Developer to, or is justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects, or other Persons providing services or materials for the work (giving a brief description of those services or materials), and

c. When the amount requested is added to all sums previously paid by the Insurance Trustee, the total does not exceed the value of the work done as of the date of the certificate.

3. Each request must include releases of liens. The releases must:

a. Be satisfactory to the Insurance Trustee, and

b. Cover the work for which payment or reimbursement is being requested.

4. Each request must include a search prepared by a title company or licensed abstractor or by other evidence satisfactory to the Insurance Trustee, that nobody has recorded with respect to the Property any mechanics' or other lien or instrument for the retention of title with respect to any part of the work not discharged of record or that will not be discharged of record by payment with a recordable release of lien exchanged for such payment.

5. If the work is finished, then the request for any payment must include a copy of any certificate or certificates required by law to make it legal to occupy the Property. This includes, for example, a Certificate of Occupancy in the case of any Unit.

6. The fees and expenses of the Insurance Trustee, as agreed by the Board and the Insurance Trustee, shall be paid by each Owner according to their Common Interest. The Insurance Trustee may pay these fees and expenses from any proceeds it holds from time to time.

7. The Insurance Trustee may establish any other reasonable conditions to payment if they are not inconsistent with the conditions listed in this Section.

F. **EXCESS INSURANCE PROCEEDS**. "**Excess proceeds**" paid under an insurance policy procured and maintained by the Association are proceeds that remain after the cost to rebuild or repair damage has been paid. Any excess proceeds will be paid to the Owners and their Lenders in proportion to their Common Interest.

G. **RELEASE OF CLAIMS**. To the extent that the Association's insurance covers any loss, damage, or destruction to any part of the Project, the Association and the Owners will have no claim or cause of action for that loss, damage, or destruction against the Managing Agent, the Association, or any of their Representatives or against any Owner (except for any special assessment charged under **Section XIII.CD**) or any Person under any of them. To the extent that any loss, damage, or destruction to the property of any Owner or anyone under the Owner is covered by insurance purchased by that Owner, the Owner will have no claim or cause of action for that loss, damage, or destruction against the Association, Developer, the Managing Agent, or any other Owner, or any Person under any of them, or any of their Representatives.

H. **RESTORATION**. In the event of an insured casualty or loss of all or any part of the Project, the Project or such portion thereof will be repaired, rebuilt, and restored as provided in this Article and except as provided herein, no vote of the Owners is required to approve the rebuilding, repairing, or restoring of the Project. Restoration of the Project with less than all of the Units after casualty or condemnation may be undertaken by the Association only: (1) pursuant to an amendment to this Declaration, duly executed by or pursuant to the affirmative vote or written consent of Owners of Units to which are appurtenant not less than eighty percent (80%) of the Common Interest and consented to in writing by all holders of first Mortgage liens affecting any of the Units of the Owners executing or voting for such amendment to this Declaration; (2) by removing the Project from the condominium property regime established hereby; (3) by reconstituting all of the remaining Units and Common Elements to be restored as a new condominium property regime; and (4) by providing for the payment to each Owner of a Unit not to be restored of the agreed value of such Unit and its Common Interest, which payment shall include, without prejudice to the generality of the foregoing, all of the insurance proceeds or condemnation award payable for or on account of such Units and the Owners' proportionate share of any Capital Improvements Reserve Fund and general operating reserve without deduction for the cost of such restoration, except for the Owners' proportionate share of the cost of debris removal.

I. **INSURANCE TRUST AGREEMENT**. Notwithstanding any provision of this Declaration relating to property or liability insurance, there may be named as an insured, on behalf of the Association, a bank or trust company authorized to do business in the State and chosen by the Board to have custody and control of the insurance proceeds (the "**Insurance Trustee**") (provided that Project Lender, if any, or its designee shall act as the Insurance Trustee should the construction loan to Developer remain outstanding), who may have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. The insurance policy(ies) covering the Project obtained by the Association shall provide that any insurance trust agreement will be recognized. Except to the extent inconsistent with applicable law, each Owner is deemed to appoint the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; and (3) the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

XIV. UNINSURED CASUALTY; DECISION NOT TO REPAIR.

In the event of an uninsured casualty or loss of all or any part of the Project, then the percentage of the Common Interest required to approve or disapprove the rebuilding, repairing, or restoring of the Project is as follows. Unless the Association decides pursuant to **Section XIV.A** below, not to repair, rebuild, or restore, then the Project shall be repaired, rebuilt, or restored as provided below. Notwithstanding anything contained in this Declaration to the contrary, this Declaration and the Bylaws shall not give an Owner or any other party priority over any rights of Lenders pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards.

A. **DECISION NOT TO REBUILD**. The Association may decide at a meeting duly held not to repair, rebuild, or restore the Improvements. The Association may only make this decision by the affirmative vote

of Owners holding no less than sixty-seven percent (67%) of the Common Interests and their respective Lenders. The meeting must be held within ninety (90) calendar days after the damage or destruction occurs.

B. **ADJUSTMENT OF COMMON INTEREST.** If a Residential Unit is not rebuilt, the Common Interest and Residential Unit Class Common Interest for such Residential Unit shall be allocated to the remaining Residential Units pro rata based upon Common Interest. If a Commercial Unit is not rebuilt, the Common Interest and Commercial Unit Class Common Interest for such Commercial Unit shall be allocated to the remaining Commercial Units pro-rata based upon Common Interest.

C. **REBUILDING.** If the Project will be repaired, rebuilt, and restored by the Association, the uninsured costs will be allocated as follows:

1. The uninsured costs to repair, rebuild, and restore the Common Elements will be assessed as a Common Expense.

2. Each Residential Owner will be assessed the cost to repair, rebuild, and restore the Owner's Residential Unit and any Residential Unit Limited Common Elements appurtenant solely thereto. In addition, all Residential Unit Owners will be assessed, as a Residential Unit Class Expense, the cost to repair, rebuild, and restore the Residential Limited Common Elements.

3. Each Commercial Owner will be assessed the cost to repair, rebuild, and restore the Owner's Commercial Unit and any Commercial Unit Limited Common Elements appurtenant solely thereto. In addition, all Commercial Unit Owners will be assessed, as a Commercial Unit Class Expense, the cost to repair, rebuild, and restore the Commercial Limited Common Elements.

4. Any restoration or repair of the Project shall be performed substantially in accordance with this Declaration and the original plans and specifications, or if reconstruction in accordance with said plans and specifications is not permissible under the laws then in force, in accordance with such modified plans and specifications as shall be approved by the Board and any Lender holding a Mortgage on a Unit directly affected thereby and by Developer during the Development Period.

XV. AMENDMENT OF DECLARATION.

A. **BY OWNERS.** Except as otherwise provided herein or in the Act, this Declaration may be amended by the affirmative vote or written consent of Owners of Units to which are appurtenant at least sixty-seven percent (67%) of the Common Interest, evidenced by an instrument in writing, signed and acknowledged by any two (2) officers of the Association, which amendment shall become effective upon the recordation thereof at the Bureau.

1. **"CHANGES MATERIAL IN NATURE."** Except as otherwise provided herein or in the Act, no amendment to the provisions of this Declaration that are material and adverse in nature shall be effective without the written consent of Project Lender, if any, and mortgagees that represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages. A change of any of the following would be considered "material in nature":

a. voting rights;

b. increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or the priority of Assessment liens;

c. reduction in reserves for maintenance, repair, and replacement of the Common Elements;

d. responsibility for maintenance and repairs;

e. reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;

f. redefinition of any Unit boundaries;

g. convertibility of Units to Common Elements or Common Elements to Units;

h. expansion or contraction of the Project, or the addition, annexation of property to, or withdrawal of property from the Project;

i. hazard or fidelity insurance requirements;

j. imposition of any restrictions on the leasing of Units;

k. imposition of any restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Unit;

l. a decision by the Association to establish self-management if professional management had been required previously by the Condominium Documents or by an Eligible Mortgage Holder;

m. restoration or repair of the Project (after damage or partial condemnation) in a manner other than specified in the documents; or

n. any provisions that expressly benefit Project Lender, if any, Lenders, insurers, or guarantors.

2. **ALTERATION OF A UNIT.** If any change to a Unit materially changes the depiction of a particular Unit or Units on the Condominium Map or the description of it in the Declaration, then the Owner or Owners of the Unit(s) must amend this Declaration and/or the Condominium Map to reflect the change. The amendment will take effect when it is recorded at the Bureau, subject to the following:

a. The Owner of the changed Unit or Units must sign the amendment. Notwithstanding anything set forth in this Section to the contrary, it is not necessary for any other party to vote for, approve, or sign the amendment, except for any Lender who has a Mortgage on the Unit or Units that are changed or altered.

b. When any Interested Person acquires a Unit or any other interest in the Project, he or she automatically (i) consents to the change; and (ii) agrees that he or she will, if required by law or by the Owner who has changed a Unit, join in, approve, sign, deliver, and record all documents necessary or desirable to make the amendment of the Condominium Documents effective.

3. **REDESIGNATION OF ASSIGNED PARKING STALLS, STORAGE LOCKERS, AND/OR STORAGE ROOMS.** Any Owner (including Developer) may redesignate and exchange a Limited Common Element parking stall, storage locker, or storage room that is assigned to such Owner's Unit to another Unit owned by the same Owner, or to another Unit with the approval of the other Unit Owner. The transfer shall be executed and recorded as an amendment to this Declaration and the amendment need only be executed by the Owner of the Unit whose Limited Common Element(s) is being transferred and the Owner of the Unit receiving the Limited Common Element(s) and if not the same Owner, subject to any required approval of Lenders or lessors. A copy of the Amendment must be promptly delivered to the Association.

4. **NO IMPAIRMENT OR DIMINISHMENT OF DEVELOPER'S RIGHTS OR INCREASE OF OBLIGATIONS.** Notwithstanding any provision of this Declaration to the contrary, notwithstanding the sale of any of the Units, and in addition to such other approval requirements as are set forth in this Section, the prior written approval of Developer will be required before any amendment that would impair or diminish the rights of, or increase the obligations of, Developer. Without limiting the generality of the foregoing, the following actions impairing or diminishing the rights of Developer, shall first be approved in writing by Developer, as applicable:

a. **LENDER APPROVAL.** Any amendment or action requiring the approval of Lenders pursuant to this Declaration.

b. **REDUCTION IN SERVICES.** Subject to any restrictions contained in the Bylaws regarding limitations on general Assessment increases, any significant reduction in the services to be provided to the Association and Owners.

c. **ASSESSMENTS.** Alteration in the method of fixing and collecting Assessments or any increase in Assessments beyond the amounts permitted under the Bylaws.

d. **ENFORCEMENT OF THE DECLARATION.** Alteration in the method of enforcing the provisions of this Declaration.

e. **RESERVED RIGHTS OF AND EASEMENTS GRANTED TO DEVELOPER.** Any modification of the rights reserved and granted to Developer set forth herein or any easements set forth herein, granted or received by Developer. No amendments hereto shall negate or adversely impact any of the rights reserved or granted to Developer or any easements set forth herein, granted or received by Developer without the prior written approval of Developer.

B. **BY DEVELOPER.**

1. **PRIOR TO PROJECT COMMENCEMENT.** This Declaration may be amended by Developer at any time prior to the closing of the sale of the first Residential Unit in the Project; provided, however, any amendment that materially and adversely affects the Commercial Units, the Commercial Limited Common Elements, or the Commercial Unit Limited Common Elements shall be subject to the consent of a Majority of the Commercial Unit Class and the Commercial Director.

2. **EXERCISE OF DEVELOPER'S RESERVED RIGHTS.** Notwithstanding anything in this Declaration to the contrary, the Developer's Reserved Rights include the right of Developer, without the approval of any other Person, to change the Condominium Documents in accordance with the exercise of any of the Developer's Reserved Rights.

3. **AMENDMENT TO FILE "AS-BUILT" STATEMENT.** Notwithstanding any provision of this Declaration to the contrary and notwithstanding the sale of any of the Units, Developer, any Owner, lienholder, or other Person, may amend this Declaration to file the "as built" verified statement (with plans, if applicable) required by Section 514B-34 of the Act, so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed fully and accurately depict the layout, location, Unit numbers, and dimensions of the Units substantially as built and such statement may also state that any plans filed therewith involve only immaterial changes to the layout, location, Unit numbers, or dimensions of the Units as built.

4. **COMPLIANCE WITH LAWS, LENDER REQUIREMENTS, CORRECTION OF ERRORS AND TO MEET REGISTRATION REQUIREMENTS.** Notwithstanding any provision of this Declaration to the contrary and notwithstanding the sale of any of the Units, Developer, without the approval or joinder of any Owner, lienholder, or other Person, may amend this Declaration in order: (a) to bring the Project and the Condominium Documents into compliance with the laws and rules of any jurisdiction in which Developer intends to market or sell Units; (b) to comply with any requirements that may reasonably be imposed by any takeout, permanent, or secondary market Lender, including, but not limited to, any institutional Lender or any governmental or quasi-governmental agency including, but not limited to, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development, or the Veterans Administration; (c) to comply with the requirements of FHA or ADA; (d) to comply with the requirements of the federal Bureau of Consumer Financial Protection (agency that oversees the Interstate Land Sales Full Disclosure Act); (e) to comply with any requirements by another jurisdiction in order to obtain any registration, report, or license to offer to sell or sell and market the Project in such other jurisdiction; (f) to comply with any State or County entitlements, agreements, or permits; and (g) to correct typographical or technical errors. Each and every party acquiring an interest in the Project, by such acquisition, consents to such amendments as described in the preceding sentence and agrees to execute, deliver, and record such documents and instruments and do such other things as may be necessary or convenient to effect the same and appoints Developer and its assigns as his or her attorney-in-fact with full power of substitution to execute and deliver such documents and instruments and to do

such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties.

5. **AMENDMENTS AFFECTING FIRST MORTGAGES.** Notwithstanding any provision of this Declaration to the contrary, any amendment affecting any provision of this Declaration which is for the express benefit of Project Lender, if any, and/or holders or insurers of first Mortgages on Units shall require the approval of Project Lender, if any, and/or Eligible Mortgage Holders on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Mortgage Holders are allocated, as applicable, together with such other approvals as may be required in this Article; provided, however, that any Mortgage holder shall be deemed to have approved any proposed amendment to this Declaration where said Mortgage holder fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives written notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt."

C. **LIMITATIONS ON AMENDMENTS.** Except as provided in **Section XV.B**, notwithstanding anything stated to the contrary in the Condominium Documents, all amendments to the Condominium Documents shall be subject to the following:

1. No amendment to the Condominium Documents materially and adversely affecting any of the Limited Common Elements appurtenant to Units or Units, or in any way limiting the use thereof, shall be effective without the approval of the Owner or Owners of the Unit or Units to which said Limited Common Elements are appurtenant. Until the end of the Developer Control Period, no amendment to the Condominium Documents affecting any of the Residential Limited Common Elements shall be effective without the approval of Developer. This restriction, during the Development Period, may not be amended without the approval of Developer.

2. Any amendment to the Condominium Documents to prohibit or materially restrict the use, operation, or occupancy of, or behavior within a Commercial Unit, Commercial Limited Common Element, or Commercial Unit Limited Common Element shall be subject to the consent of a Majority of the Commercial Unit Class.

3. Any amendment to the Condominium Documents to prohibit or materially restrict the use, operation, or occupancy of, or behavior within a Residential Unit, Residential Limited Common Element, or Residential Unit Limited Common Element shall be subject to the approval of the Residential Directors.

4. No amendment to the Condominium Documents may remove, revoke, modify, or amend any of the rights, reservations, easements, interests, exemptions, privileges, or powers uniquely, expressly, and specifically provided to the Commercial Unit Owners under the Condominium Documents without the prior written approval of a Majority of the Commercial Unit Class.

5. Any amendment to the Condominium Documents that would limit or interfere in any way with the use or operation of a Commercial Unit or its Limited Common Elements or with access to or from the Commercial Unit or its Limited Common Elements, shall not be effective without the prior written approval of the affected Commercial Unit Owner.

6. Any amendment to the Condominium Documents that would limit or interfere with use of those of the Common Elements which, pursuant to this Declaration, are available for use by the general public shall require the written approval of Developer and the consent of a Majority of the Commercial Unit Class.

This **Section XV.C** may not be amended without the prior written approval of Developer, and, with regard to **Sections XV.C.2**, **XV.C.4**, **XV.C.5**, and **XV.C.6**, without the prior written approval of a Majority of the Commercial Unit Class and the Commercial Director.

D. **AMENDMENTS BINDING.** Any amendment made pursuant to the provisions of this Article shall be binding upon every Owner and every Unit whether the burdens thereon are increased or decreased, and such amendment shall be effective upon its recording at the Bureau.

XVI. TERMINATION.

Except as provided in Section 514B-47 of the Act, the Project shall not be abandoned, terminated, or removed from the condominium property regime created by this Declaration and the Act without the prior written approval of the Commercial Director and all mortgagees of record who may have an interest in the Project.

XVII. LAND TRUSTS.

In the event title to any Unit and its appurtenant Common Interest is transferred to a trustee under a land title holding trust under which substantially all powers of management, operation, and control of the Unit remain vested in the trust beneficiary or beneficiaries, the trust estate and the beneficiaries thereunder from time to time shall be liable for and shall pay all Common Expenses and all other charges, costs, and expenses assessed against such Unit or the Owner thereof pursuant to the Condominium Documents or the Act. No claim for payment of Common Expenses or other charges, costs, or expenses shall be made against any such trustee personally, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or Assessment, but the amount thereof shall constitute a lien on the Unit as provided in this Declaration, the Bylaws, and the Act, notwithstanding any transfer of beneficial interest under such trust.

XVIII. COMPLIANCE BY OWNERS.

All Owners, tenants of such Owners, employees of Owners and guests, and any other persons who may in any manner use the Project or any part thereof (including Developer to the extent Developer retains an ownership interest in any Unit) are subject to the provisions of the Act and to the provisions of this Declaration, the Bylaws, and to all agreements, decisions, and determinations lawfully made by the Association in accordance with the voting percentages established under the Act, this Declaration, and the Bylaws. Each Owner shall comply strictly with the Bylaws and with the House Rules, and with the covenants, conditions, and restrictions set forth in this Declaration. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, maintainable by the Managing Agent or Board on behalf of the Association, or, in a proper case, by an aggrieved Owner.

In the event any Owner fails to comply fully with any of the foregoing within thirty (30) calendar days after written demand therefor by the Association, the Managing Agent or the Association shall have sixty (60) calendar days to give written notice of such Owner's failure to the holder, insurer, or guarantor of any Mortgage of such Unit, as shown in the Association's record of ownership or to any party who has given the Board notice of its interest through the Secretary or the Managing Agent.

Notwithstanding the foregoing, no notice shall be necessary where immediate action is necessary to: (a) prevent damage to any Unit or Limited Common Element; (b) abate a nuisance or any dangerous, unauthorized, prohibited, or unlawful activity; (c) protect the property rights of any Owner; or (d) prevent the death or injury of any Owner or other person at the Project.

All costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the Association for:

A. Collecting any delinquent Assessments against any Owner's Unit;

B. Foreclosing any lien thereon;

C. Enforcing any provision of the Condominium Documents or the Act; or

D. Complying with rules and regulations of the Commission

shall be promptly paid on demand to the Association by the Owner; provided, that if the claims upon which the Association takes action upon are not substantiated, all costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred by the Owner as a result of the action of the Association, shall be promptly paid on demand to the Owner by the Association.

XIX. RESERVED RIGHT TO GRANT AND RECEIVE EASEMENTS.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right to negotiate, designate, grant, convey, transfer, cancel, relocate, and otherwise deal with any and all easements and rights of way under, over, across, or through the Project, or involving adjacent or neighboring parcels of land or adjacent or neighboring condominium projects, deemed necessary or desirable in Developer's sole discretion, or as may be required by a governmental entity, including, but not limited to, easements and/or rights of way for utilities, public purpose (i.e., pedestrian walkways, bus stops, stairs, ramps, paths, trails, bikeways, or other passageways), any public-type facility (e.g. for mail delivery), fire lane access, sanitary and storm sewers, retention ponds, cable television, refuse disposal, driveways, and parking areas. Developer further reserves the right, to and until December 31, 2042, to negotiate, grant, cancel, relocate, and otherwise deal with any and all temporary licenses and rights of entry under, across, or through the Project, deemed necessary or desirable in Developer's sole discretion, or as may be required by a neighboring property owner or governmental entity, including, but not limited to, temporary rights of entry or other similar licenses and agreements to accommodate the construction and development of neighboring properties such as the use of airspace for the assembly, disassembly, and operation of tower cranes, and related construction and development activities. Such right also includes easements for operation, upkeep, care and maintenance, or repair of any Unit or any Limited Common Element or to complete any Improvements and correct construction defects or other punchlist items in the Common Elements or Units, or to exercise any of the Developer's Reserved Rights, and other similar purposes; provided that such easements, licenses, rights of entry, and/or rights of way, shall not be located on or within any existing structure of the Project and shall not be exercised so as to unreasonably disturb, impair, or interfere with the normal use and enjoyment of the Project by the Owners; and provided that Developer shall have the right to negotiate and agree to such terms with respect to such easements, licenses, rights of entry, and rights of way, as Developer deems appropriate in its sole discretion. Any easements, license, right of entry, and/or right of way, granted and/or received by Developer pursuant to the exercise of this reserved right shall not be amended, modified, or terminated by the Association without the consent of Developer. Developer shall have the right to define any easement right received pursuant to this Article as a Common Element or Limited Common Element. In the event that Developer assigns to the Association any rights it acquires, whether the same constitute easement rights or otherwise, the Association shall assume such rights.

XX. RESERVED RIGHT TO ALTER, SUBDIVIDE, AND CONSOLIDATE UNITS AND/OR CONSTRUCT IMPROVEMENTS WITHIN SAID UNITS AND/OR THEIR LIMITED COMMON ELEMENTS.

Notwithstanding anything provided to the contrary, and except as otherwise provided by law, to and until December 31, 2042:

A. Developer hereby reserves the right to: (1) alter the floor plan of any Unit which it owns at any time, and in any manner Developer deems appropriate, in its absolute discretion, provided that the Common Interest appurtenant to the Unit shall not change; (2) cause the subdivision of any Unit which it owns at any time to create two or more Units provided that the total Common Interest appurtenant to the newly-created Units shall equal the Common Interest appurtenant to the original Unit; (3) cause the consolidation of any Units which it owns at any time; (4) convert certain portions of any existing Unit to Limited Common Element status or from Limited Common Element status to Unit area to facilitate any subdivision or consolidation; and (5) recalculate the Common Interest appurtenant to each Unit upon such subdivision and/or consolidation; provided that the total Common Interest appurtenant to the newly-created Unit(s) shall equal the Common Interest appurtenant to the original Unit(s). The subdivision or consolidation of Units by Developer or any other Owner shall not affect the number of Commercial Directors or Residential Directors on the Board.

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

contractors, whether caused by strikes, the unavailability of construction materials or otherwise, in which case any such construction activity shall be completed in such additional time as may be reasonably necessary in the exercise of due diligence.

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

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

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

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

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

Developer expressly reserves the right to amend the Declaration and Condominium Map to effect any subdivision or consolidation of Units or alterations to floor plans at any time to and until December 31, 2042, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder, or other persons, execute and record amendments to this Declaration and Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers, or privileges herein reserved to Developer. To the extent permitted by applicable law, this Article shall not be amended without the prior written consent of Developer.

XXI. RESERVED RIGHT TO INSTALL AND MAINTAIN COMMUNITY SYSTEMS AND TO RECEIVE REVENUE THEREFROM.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right to install or cause the installation of Community Systems on the Common Elements, including the Tower rooftop, at its sole cost and expense, and upon such installation the same shall become a Limited Common Element appurtenant to a Unit designated and owned by Developer. So long as the installation of the Community Systems does not interfere with or impair the Project Quality Standard, the installation of Community Systems pursuant to this Article shall not be deemed to alter, impair, or diminish the Common Interest, Common Elements, and easements appurtenant to the Units, or a structural alteration or addition to the Tower constituting a material change, or necessitate an amendment to the Condominium Map. Developer shall have the reserved right to charge the Association for any costs and expenses associated with the Association's use of any Community Systems appurtenant to a Unit owned by Developer. All profits directly attributable to the Community Systems shall be distributed directly to the Unit to which the Community Systems are appurtenant.

XXII. RESERVED RIGHT NOT TO DEVELOP AND/OR CONSTRUCT ALL OF THE RECREATIONAL AMENITIES AND TO MODIFY, RELOCATE, RECONFIGURE, AND REMOVE RECREATIONAL AMENITIES.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right not to construct, and/or not to construct at the same time, all of the Recreational Amenities in the Project, as depicted on the Condominium Map, and to modify, relocate, reconfigure, and remove all or certain of the Recreational Amenities. Nothing in this Declaration shall be construed as a representation or warranty by Developer that the Recreational Amenities or any portion thereof, will be developed or built or that the Recreational Amenities and/or the types of Recreational Amenities offered will not change and/or that the other portions of the Residential Limited Common Elements will be built or completed prior to, concurrently with, or soon after any or all of the Residential Units are conveyed to third parties.

XXIII. RESERVED RIGHT TO INSTALL, MODIFY, RELOCATE, AND RECONFIGURE LIMITED COMMON ELEMENT STORAGE LOCKERS AND STORAGE ROOMS.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right to (a) install Limited Common Element storage lockers and storage rooms within the Residential Limited Common Elements and designate such storage lockers and storage rooms as Residential Unit Limited Common Elements, and (b) modify, relocate, and reconfigure all or certain Residential Unit Limited Common Element storage lockers and storage rooms appurtenant to Units owned by Developer. Nothing in this Declaration shall be construed as a representation or warranty by Developer that the Limited Common Element storage lockers and storage rooms will not change and/or that they will be built or completed prior to, concurrently with, or soon after any or all of the Units are conveyed to third parties.

XXIV. RESERVED RIGHT TO INSTALL PARKING STACKERS AND SELL OR LEASE PARKING STACKER STALLS.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right to install, maintain, repair, replace, and approve of parking stackers within the Residential Limited Common Elements and the Residential Unit Limited Common Elements and designate such parking stacker stalls as Residential Unit Limited Common Elements; subject to any applicable building codes, zoning laws, ordinances, or other governmental requirements. Developer reserves the right to sell or lease the parking stacker stalls to Unit Owners. Nothing in this Declaration shall be construed as a representation or warranty by Developer that parking stackers will be installed in the Project or that any parking stacker stalls will be available to Unit Owners for purchase or lease.

XXV. RESERVED RIGHT TO INSTALL DEVELOPER'S SIGNAGE.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right, for the benefit of the Project, to install, maintain, repair, replace, and approve of (from time to time) directional signage within the street level of the Project, identity signage, and canopy signage, and other signage within the Residential Limited Common Elements; subject to any zoning laws or other governmental requirements. With respect to all aspects of the signage, including, without limitation, the method of affixing the signage and extension of electrical service thereto, if applicable, such signage shall comply with the Project Quality Standard. Until such time that Developer shall provide notice that all Owners shall be obligated for the payment of Common Expenses as set forth in the Bylaws, Developer shall be responsible for lighting, installation, maintenance, and replacement of such residential signage as well as costs to repair any damage to the Project proximately caused by such installation, maintenance, and replacement of any residential signage and, after such notice, the Board shall be responsible for administering such obligations and assessing the costs thereof as a Residential Unit Class Expense.

XXVI. RESERVED RIGHT TO MODIFY PROJECT AND TO AMEND CONDOMINIUM DOCUMENTS.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right to effect such modifications to Units and Common Elements in the Project and/or to

execute, record, and deliver any amendments to the Condominium Documents promulgated hereunder, as may be necessary or appropriate to effect compliance by the Project, the Association, or Developer, with laws which apply to the Project, including, but not limited to, the Permit, FHA, and ADA, and any rules and regulations promulgated thereunder, or as may be required by the Commission, by any title insurance company issuing title insurance on the Project or any of the Units, by any institutional Lender lending funds secured by the Project or any of the Units, or by any governmental agency.

XXVII. RESERVED RIGHT TO CONVERT LIMITED COMMON ELEMENTS TO UNITS.

Notwithstanding anything provided to the contrary, and except as otherwise provided by law, to and until December 31, 2042:

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

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

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

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

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

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

The right to amend the Declaration and Condominium Map to effect the conversion of any Limited Common Element into a Unit and the alterations to floor plans may occur at any time to and until December 31, 2042, and Developer may, without being required to obtain the consent or joinder of any Owner, lien holder, or

other persons, execute, deliver, and record amendments to the Declaration and Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the foregoing rights, powers, or privileges. To the extent permitted by applicable law, this Article shall not be amended without the prior written consent of Developer.

XXVIII. RESERVED RIGHT TO RECHARACTERIZE AND REDESIGNATE LIMITED COMMON ELEMENTS AND/OR CHANGE THE USE THEREOF.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right to amend this Declaration to: (a) recharacterize all or a portion of certain Limited Common Elements solely appurtenant to a Unit or Units owned by Developer or Residential Limited Common Elements, if all Residential Units are owned by Developer, as being Common Elements of the Project, thus giving up or waiving the exclusive use of such area or areas; (b) redesignate all or a portion of certain Limited Common Elements solely appurtenant to any Unit owned by Developer to another Unit or Units, or as Residential Limited Common Elements or Commercial Limited Common Elements, as applicable; provided that any Limited Common Element redesignation to Commercial Limited Common Element or Commercial Unit Limited Common Element shall be subject to the approval of the Commercial Unit Owner(s) to which the Commercial Limited Common Element or Commercial Unit Limited Common Element is being redesignated to; (c) redesignate a portion of the Residential Limited Common Element, if all Residential Units are owned by Developer, as Unit Limited Common Elements solely appurtenant to a Unit or Units owned by Developer; and/or (d) change the use of any Limited Common Element solely appurtenant to any Unit owned by Developer. Upon recharacterization of any Limited Common Element to Common Element of the Project, the Association shall be required to maintain such areas at its expense for the benefit of all Owners, and the cost of maintaining such areas shall be assessed to all Owners as a Common Expense.

The right to amend the Declaration to effect such recharacterization or redesignation of any such Limited Common Elements shall occur at any time or times to and until December 31, 2042, and except as provided in this Article, Developer may, without being required to obtain the consent or joinder of any Owner, lienholder, or other persons, execute, deliver, and record any deed and/or amendments to this Declaration or to the Condominium Map, and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the foregoing rights, powers, or privileges.

XXIX. RESERVED RIGHT TO CONVEY PROPERTY TO THE ASSOCIATION.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right, but not the obligation, to convey to the Association, and the Association shall accept, title to any property owned by Developer or Developer's successors or assigns, including, but not limited to, the Resident Manager Unit, together with the responsibility to perform any and all duties associated therewith. Upon conveyance or dedication of such property to the Association, the Association shall maintain such property at its expense for the benefit of the Owners, and the cost of maintaining such areas, including any maintenance fees associated with such areas, shall be assessed to all Owners as a Common Expense. Any property or interest in property transferred to the Association by Developer shall be by way of quitclaim deed, "AS IS," "where is." Developer shall have the further right to redesignate Limited Common Elements appurtenant to Units owned by Developer or Developer's successors and assigns as Limited Common Elements appurtenant to Units owned by the Association, if any, and to the extent necessary or required, to amend this Declaration and the Condominium Map to effect the same.

Notwithstanding the foregoing, the conveyance of any such property to the Association may be subject to the terms and conditions of any license, lease, or other agreement made by and between Developer, as owner of such property, and any third-party to utilize, manage, operate, or otherwise deal with the property and/or the Limited Common Elements appurtenant thereto; provided, that the Association shall not be liable for any obligations of Developer under any such agreement(s) arising prior to such conveyance to the Association. The Association shall accept and assume such title, rights, and obligations, and shall indemnify, defend, and hold Developer harmless from any loss incurred by Developer as a result of any claim made against Developer pursuant to any agreement with a third party arising after such conveyance.

XXX. RESERVED RIGHT TO CONDUCT SALES ACTIVITIES.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right unto itself, its brokers, sales agents, and other related Persons to access and conduct extensive sales activities at the Project, including the use of any Unit owned by Developer or its successors or assigns, and the Limited Common Elements appurtenant solely to said Unit and use of the Residential Limited Common Elements, for instance, for hosting of receptions on the Recreational Deck and use of the Recreational Amenities for such activities, for model Units, sales, leasing, management, and construction offices, parking and extensive sales displays and activities, the posting and maintenance of signs and other advertisements relating to such sales activities, and to install, maintain, locate, relocate, and reconfigure such structures, displays, advertising signs, billboards, flags, sales desks, kiosks, sales, leasing, management and/or construction offices, interior design and decorator centers, and parking areas for employees, agents, and prospective buyers, as may be necessary or convenient for the proper development and disposition of Units by sale, resale, lease, or otherwise, and the right, but not the obligation, to provide ongoing maintenance, operation, service, construction, and repairs to individual Units in the Project. This easement shall include the right of Developer to temporarily reasonably restrict access to such Common Elements and Limited Common Elements but excluding any Commercial Limited Common Elements and Commercial Unit Limited Common Elements, and Owners shall have no redress against Developer for the temporary loss of use of such areas. In the event that Developer is unable to sell all of the Units by December 31, 2042, Developer shall have the right to conduct sales activities at the Project until the closing of the sale of the last unsold Residential Unit of the Project; provided that such sales are conducted in an unobtrusive manner which will not unreasonably interfere with the use, possession, and aesthetic enjoyment of the Project by the Owners. Such sales activities may include the initial sale and resale of Units. In the event that Project Lender, if any, or any successor to or assignee of Project Lender shall acquire any portion of the Project in the course of any foreclosure or other legal proceeding or in the exercise of the Mortgage remedies or by a deed or an assignment in lieu of foreclosure, Project Lender, its successor and assigns, shall have the right to conduct such extensive sales activities at the Project until at least ninety-five percent (95%) of all of the Units in the Project have been sold and Unit Deeds therefor recorded, notwithstanding the foregoing. Each and every party acquiring an interest in the Project, by such acquisition, acknowledges that the sales activities may result in noise and nuisances, and consents to such activity by Developer, and further waives, releases, and discharges any rights, claims, or actions such party may acquire against Developer, its brokers, sales agents, employees, and Lenders, and their respective successors and assigns, as a result of any such activity or activities.

XXXI. RESERVED RIGHT TO CONSOLIDATE, SUBDIVIDE, AND WITHDRAW LAND.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right to (i) consolidate the Land with another parcel(s) of land ("**Consolidated Lot**"); (ii) subdivide the Land to create separate parcels of land ("**Subdivided Lots**"); and/or (iii) withdraw certain Subdivided Lots from the operation of this Declaration, and convey or cause the conveyance of said withdrawn Subdivided Lots to itself or to a third-party as it deems appropriate.

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

In connection with the right to subdivide, Developer shall have the further reserved right to enter and go upon the Land to do all things necessary, proper, or convenient to effectuate such subdivision of the Land and withdrawal and conveyance of certain Subdivided Lots, including, without limitation, the following: (i) making surveys to undertake a reasonable realignment of boundaries of the Land to define said Subdivided Lots (it being understood that Developer shall have the reserved right to effect any such realignment); (ii) recording the necessary subdivision map and related documentation; and/or (iii) facilitating the granting, reserving, adding, deleting,

receiving, realigning, and/or relocating of easements and/or rights of ways for utilities, cesspools, sanitary and storm sewers, cable television, telecommunication systems, refuse disposal, driveways, parking areas, roadways, and pedestrian access, and granting or receiving all other required easements and/or rights of way; and provided further that Developer specifically reserves the right, whether or not in connection with its right to subdivide, withdraw, and convey hereunder, to grant easements for access, driveway, and parking purposes over the Project in favor of the withdrawn portion(s) of the Land. With regard to the Subdivided Lot(s) being withdrawn, such withdrawn portion(s) shall not have been improved with any of the Units or the Recreational Amenities or other Improvements described in this Declaration or shown on the Condominium Map. Said subdivision, withdrawal, and conveyance shall be subject to, and Developer shall, at its own expense, comply with, all of the then-applicable governmental laws, rules, and regulations, including subdivision requirements.

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

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

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

XXXII. RESERVED RIGHT TO ALTER THE NUMBER OF FLOORS AND/OR UNITS IN THE PROJECT.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right to reduce or increase the number of floors and/or Units in the Project, except as otherwise provided by law. Any such alteration to the number of floors and/or Units in the Project shall be effective provided that:

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

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

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

Developer expressly reserves the right to amend this Declaration and Condominium Map to effect any increase or decrease in the number of floors and/or Units or alterations to the floor plans at any time or times to and until December 31, 2042, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder, or other Persons, execute, and record amendments to this Declaration and Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers, or privileges herein reserved to Developer.

XXXIII. RESERVED RIGHT TO ENTER INTO AGREEMENTS WITH BICYCLE SHARING ENTITY.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right, unto itself, its agents, employees, personnel, licensees, successors, and assigns, to select and contract with a County bicycle sharing partner or entity for a bike share station to be located on a publicly-accessible portion of the Project in accordance with the Permit. Such right shall include a perpetual right and easement over the Project to install and operate, or provide for the installation and operation of, said bike share station and to grant easements for such purposes, upon such terms and conditions as Developer may determine in its discretion.

XXXIV. RESERVED RIGHT TO ADDRESS ARCHAEOLOGICAL ISSUES.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right to respond to and appropriately deal with any inadvertent finds of human skeletal remains or burial goods, or other historic or archaeological finds during the course of construction of the Project in compliance with the Master Charter and applicable State law, and the determinations with respect thereto made by the State Historic Preservation Division ("**SHPD**") by: (a) designating one or more Common Elements, including open spaces and areas beneath structural elements of the Building Structure as burial preserve areas; (b) recording against the Land one or more documents related to the preservation or relocation of any burials or artifacts, including, but not limited to, binding short term and long term measures such as fencing, buffers, landscaping, access easements, plaques, and other identifying measures; (c) relocating or preserving in place at any portion of the Project any remains, burial goods, or artifacts that may be found during the course of site preparation and construction of the Project; (d) making changes to the Building Structure, Common Elements, and Limited Common Elements necessary to accommodate the foregoing; and (e) entering into any agreements and preparing any reports necessary or prudent to document the decisions and requirements of any governmental agency or entity, including, but not limited to, SHPD. Developer's agreements related to such requirements or decision(s), or of applicable laws, including, but not limited to, preservation plans, archaeological data recovery plans, mitigation plans, monitoring plans, and in situ burial agreements. Any action that adversely affects a Commercial Unit or its Limited Common Elements shall be subject to the prior written approval of the affected Commercial Unit Owner, which approval shall not be unreasonably withheld. The Association shall be subject to and responsible for compliance with all such plans, agreements, and easements, expenses of which shall be a Common Expense. All persons who are classified as recognized cultural or lineal descendants by SHPD or the Oahu Island Burial Council with relation to the Project shall have a reasonable right of entry and access over, across, and through the ground level Common Elements to gain access to and for visitation of any burial preserve area so created, subject to reasonable rules and policies established from time to time by Developer and/or the Board relating to hours of visitation, security procedures for visitation, and parking at the Project; provided, however, that no such rules and policies shall at any time unreasonably hinder, impair, or interfere with the right of the recognized cultural and lineal descendants to visit any burial preserve area.

XXXV. RESERVED RIGHTS REGARDING STATE, COUNTY, AND HCDA REQUIREMENTS, PERMITS, AND DEVELOPMENT AGREEMENTS AND TO SUBDIVIDE, WITHDRAW, AND DEDICATE A PORTION OF THE LAND FOR ROAD WIDENING.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2042, Developer hereby reserves the right to: (i) amend the Condominium Documents, including, but not limited to, this Declaration, to satisfy all State and County requirements or HCDA Agreements, permits, and/or entitlements; (ii) secure any other governmental permits, approvals, or agreements or amend or supplement any existing governmental permits,

approvals, or agreements; (iii) enter into any agreements, including, but not limited to, declaring and subjecting the Land and Improvements to restrictive covenants; (iv) designate and grant easements; (v) subdivide and withdraw from the Project a portion of the Land that runs along Ala Moana Boulevard and dedicate it to the State to fulfill County and State road widening requirements; (vi) revise the budget and/or Common Expenses and implement fees for the landscaping, maintenance, and upkeep of the dedicated portion until the State performs any actual road widening to include the dedicated portion and affirmatively accepts responsibility for maintaining the dedicated portion; and (vii) do all things necessary or convenient to satisfy the requirements of any land use approvals or other permits pertaining to the Project issued by the State or County, or to comply with any agreements with, or covenants imposed by, HCDA, as the same may be amended or modified, and to execute, record, and deliver any and all documents necessary to effect the same, including, but not limited to, any necessary amendments to this Declaration and the Condominium Map.

XXXVI. RESERVED RIGHT TO ANNEX LAND INTO THE KAIĀULU 'O KAKA'AKO MASTER PLAN AND CHARTER AND SUBORDINATE CONDOMINIUM DECLARATION, BYLAWS, AND CONDOMINIUM MAP.

Developer reserves the right during the Development Period, to effect the right of Landowner and its successors and assigns (which right is also hereby reserved), as the "Founder" under the Master Charter, to annex and submit the Land to the Master Charter. Upon the recordation of such annexation at the Bureau, this Declaration, the Bylaws, and the Condominium Map shall be subordinated to the Master Charter and the Master Bylaws.

Developer expressly reserves the right to amend this Declaration and the Condominium Map to effect the right of Landowner to annex the Land into the Master Charter and Master Bylaws during the Development Period, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder, or other Persons, execute and record amendments to this Declaration, the Bylaws, and the Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers, or privileges herein reserved to Developer.

XXXVII. ASSIGNMENT OF RESERVED RIGHTS.

To and until December 31, 2042, notwithstanding anything stated herein to the contrary, the rights reserved to Developer in this Declaration shall be fully and freely assignable (including assignments, mortgages, and pledges for security purposes) by Developer in whole or in part. Any assignment of the rights reserved to Developer shall be in writing, executed by both Developer and the assignee of Developer's rights, and shall be recorded at the Bureau. Every Owner of a Unit in the Project and all holders of liens affecting any of the Units and each and every other party acquiring an interest in the Project, or any part thereof, by acquiring such Unit, lien, or other interest, consents to any such assignment by Developer, and, to the extent designated by Developer, agrees to recognize any assignee as the "Developer" under this Declaration; agrees to execute, deliver, and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Developer and its assigns his or her attorney-in-fact with full power of substitution to execute, deliver, and record such documents and instruments and to do such things on his behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties; which grant of such power shall be binding upon any assign of, or successor-in-interest to, such party upon any transfer of any Unit or any interest therein, whether by deed, Mortgage, or any other instrument of conveyance.

XXXVIII. CONSENT TO DEVELOPER'S RESERVED RIGHTS; APPOINTMENT OF DEVELOPER AND ASSOCIATION AS ATTORNEY-IN-FACT.

Each and every party acquiring an interest in the Project, by such acquisition, consents to all of the rights reserved unto Developer, as set forth in this Declaration, including, but not limited to those rights as set forth in **Articles XIX** through **XXXVII**, above, the permitted actions taken by Developer pursuant thereto, and to the recording of any and all documents necessary to effect the same at the Bureau; agrees to execute, deliver, and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Developer and its assigns his or her attorney-in-fact with full power of substitution to execute, deliver, and record such documents and instruments and to do such things on his or her behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability

of such party or parties; which grant of such power shall be binding upon any assign of, or successor-in-interest to, any such party and shall be deemed to be automatically granted anew by any assign or successor-in-interest upon any transfer of any Unit or any interest therein, whether by deed, Mortgage, or any other instrument of conveyance. Without limitation to the generality of the rights reserved unto Developer hereunder and as permitted by law, Developer will have the right to execute, deliver, and record any amendment to the Condominium Documents, any easement instrument, any deed, any amendment to a Unit Deed, assignment of rights or interest, or such other document, instrument, or agreement that may be necessary or appropriate to permit Developer to exercise its respective rights pursuant to the provisions of this Declaration.

XXXIX. INDEMNIFICATION OF LANDOWNER.

Developer and the Association agree to indemnify, defend, and hold Landowner and its trustees, officers, directors, partners, affiliates, subsidiaries, successors in trust, assigns, agents, and employees harmless from and against any and all claims, liabilities, and any damage, including reasonable attorneys' fees, any of which arise, directly or indirectly, as a result of, or directly or indirectly in connection with, this Declaration or any other document, including, but not limited to, any public report under the Act, created, executed, or delivered by Developer in connection with the Project. Developer and, by their acceptance thereof, Owners, acknowledge that Landowner has no obligation to review this Declaration or any other document prepared by Developer for adequacy or compliance with law, that Landowner does not, by the execution of the Fee Owner Joinder, endorse this Declaration or any such document, and any inadequacy or misrepresentation by Developer hereunder shall not be deemed gross negligence or willful misconduct of Landowner.

XL. LIMITED PURPOSE OF JOINDER BY LANDOWNER; RELEASE AND WAIVER OF CLAIMS.

Landowner has joined in this Declaration for the sole purpose of permitting Developer to comply with the requirements relating to the submission of the Land to a condominium property regime pursuant to the Act. Landowner is not the developer of the Project and has no responsibility whatsoever for any aspect of the Project, including, without limitation, construction of any Improvements constituting any part of the Project. Landowner has not reviewed this Declaration for adequacy or compliance with law, and expressly disclaims any responsibility for this Declaration, the matters set forth herein, and/or any other documents or agreements relating to the Project, including, but not limited to, the Bylaws and any public report issued under the Act relating to the Project. Developer, the Association, all Owners, Lenders, vendors and vendees under Agreements of Sale, tenants and Occupants of Units, and their employees, business invitees, and any other person who may use any part of the Project do so with the understanding that Landowner has no liability hereunder, and each and every one of the foregoing shall be deemed to the fullest extent permitted by law to have waived as against Landowner, and to have released Landowner, as to any claim relating to the Project. No action taken by Developer or any other person pursuant to this Declaration shall be deemed to be the act of Landowner. Notwithstanding anything provided to the contrary, under no circumstances will Landowner have any liability for expenses under this Declaration except to the extent that Landowner is a Unit Owner. In the event that Landowner is found to be liable in any claim relating to this Declaration, any recovery shall be limited to the assets of Landowner and shall not extend to the trustees thereof. No trustee, officer, director, partner, affiliate, subsidiary, successor in trust, assign, agent, or employee of Landowner shall, by reason of being a trustee, officer, director, partner, affiliate, subsidiary, successor in trust, assign, agent, or employee of Landowner, have any personal liability under the terms of this Declaration.

XLI. DISCLOSURES AND LIMITATIONS ON LIABILITIES.

A. NONLIABILITY AND INDEMNIFICATION.

1. **GENERAL LIMITATION**. Except as specifically provided in the Condominium Documents or as required by law, no right, power, or responsibility conferred on the Board by the Condominium Documents shall be construed as a duty, obligation, or disability charged upon Developer or any of its agents, employees, the Board, any Director or any other Officer, employee, agent, or committee member of the Association. The Association, its members, Directors, Officers, agents and committee members, and the Board are subject to the insulation from liability provided for directors of corporations by the laws of the State to the fullest extent provided by such laws. Members of the Board are not personally liable to the victims of crimes occurring on the Project.

2. **INDEMNIFICATION OF ASSOCIATION**. When liability is sought to be imposed on a Director, an Officer, committee member, employee, or agent of the Association or a Representative of Managing Agent, the Association shall indemnify him or her for his or her losses or claims, and undertake all costs of defense, unless and until it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof, the Association is no longer liable for the cost of defense due to the willful or wanton misfeasance or gross negligence of such person indemnified by the Association, and the Association may recover indemnification costs expended from the individual who so acted. Punitive damages may not be recovered against the Association but may be recovered from persons whose activity gave rise to the damages. This Section shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by applicable law. The entitlement to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees, or devisees or any person entitled to such indemnification.

3. **INDEMNIFICATION OF MANAGING AGENT, SITE MANAGER AND/OR RESIDENT MANAGER**. Notwithstanding anything to the contrary contained herein, all Owners agree to defend, indemnify, and hold harmless Managing Agent, Site Manager and/or Resident Manager, if any, from and against, and properly reimburse it for, any and all liability, cost, damages, expense, or deficiency resulting from, arising out of, or in connection with the negligent acts of such Owner.

B. **SECURITY DISCLAIMER**. The Association, Managing Agent, Site Manager, and/or Resident Manager may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than it might otherwise be. The Association, Managing Agent, Site Manager, Resident Manager and Developer shall not in any way be considered insurers or guarantors of security within the Project, and neither the Association, nor Managing Agent, nor Site Manager, nor Resident Manager, nor Developer, nor any successor Developer shall be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of security measures undertaken. All Owners and Occupants of any Unit, as applicable, acknowledge that the Association, the Board, Managing Agent, Site Manager, Resident Manager, Developer, or any successor Developer, do not represent or warrant that any fire protection system or other security system designed or installed according to the guidelines established by Developer or the Association may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems, if any, will prevent loss by fire, smoke, burglary, theft, hold-up, terrorism, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system was designed or intended. Each Owner and the Occupants of a Unit acknowledge and understand that Managing Agent, Site Manager, Resident Manager, the Association, its Board and committees, Developer, and any other successor to Developer are not insurers, and each Owner and the Occupants of a Unit assume all risks for loss or damage to persons, Units and the contents of Units, and further acknowledges that Managing Agent, Site Manager, Resident Manager, Association, its Board and committees, Developer, or any successor Developer have made no representations or warranties nor has any Owner or the Occupants of a Unit relied upon any representation or warranty, expressed or implied, including any warranty of merchantability as to the fitness of any alarm systems or other security systems recommended or installed, or any security measure undertaken within the Project.

C. **NONLIABILITY FOR SQUARE FOOTAGE CALCULATION**. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit is approximate and may vary by more than a nominal amount. Additionally, as a result of field construction, other permitted changes to the Unit, and settling and shifting of Improvements, actual square footage of the Unit may also be affected. By accepting title to the Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any reasonable variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Section, Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights), or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any reasonable variances between any represented or otherwise disclosed square footage and the actual square footage of Units.

D. **NONLIABILITY FOR MOLD DEVELOPMENT**. Mold and mold spores are present throughout the environment and residential condominium construction cannot practicably be designed to exclude the

introduction of mold spores. All molds are not necessarily harmful, but certain strains of mold have been found to have adverse health effects on susceptible persons. Moisture is the primary mold growth factor that must be addressed. Affirmative steps taken by Owners and the Association to minimize or control moisture can minimize or eliminate mold growth in the Project. Owners and the Association should take steps to reduce or eliminate the occurrence of mold growth and thereby minimize any possible adverse health effects that may be caused by mold. Developer cannot ensure that mold and mold spores will not be present in the Project. The failure of an Owner or the Association to take steps to minimize mold growth may increase the risk of mold growth and the presence of mold spores in the Project. Developer shall not be liable for any actual, special, incidental, or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence, or any other legal theory, with respect to the presence and/or existence of molds, mildew and/or microscopic spores at the Project, unless caused solely by the gross negligence or willful misconduct of Developer.

E. **FLOOD ZONE AE; TSUNAMI EVACUATION ZONE.** The Project is located in Flood Zone AE and federal flood insurance may be required for the Project and/or the individual Units in the Project. Location in a flood zone exposes the Project to a greater risk of flood damage. The Project is located within the tsunami evacuation zone. Owners should consult with appropriate insurance professionals regarding the effect of these designations.

F. **SEA LEVEL RISE.** Sea levels are rising globally and locally. Sea level rise causes gradual changes to the environment and may have certain significant impacts on real property, including the Land. Sea level rise may cause rising groundwater tables below the Land's surface, drainage issues, increased flooding, saturated and weakened soil beneath the Land's surface, accelerated erosion of the Land, and/or other inconveniences or nuisances resulting from sea level rise ("**Sea Level Rise Effects**"). The Land is not currently identified as a "Sea Level Rise Exposure Area" as that term is defined by the Hawaii Climate Change Mitigation and Adaptation Commission. Developer cannot ensure that the Land will not later be identified as located in a Sea Level Rise Exposure Area, nor that the Project will not be impacted by Sea Level Rise Effects. By signing and accepting a Unit Deed or other conveyance of a Unit, an Owner accepts the Sea Level Rise Effects and waives any claims or rights of action or suits against Developer and its Representatives, licensees, successors, and assigns arising from any impairment of the Owner's use and enjoyment of the Unit or the Project, or any inconvenience, property damage, or personal injury arising directly or indirectly from the Sea Level Rise Effects.

G. **ROAD WIDENING; CHANGE IN PROJECT LOT SIZE.** Due to the County and state's requirement for road-widening in conjunction with the Project's construction, a 138-foot highway right-of-way along Ala Moana Boulevard will be dedicated to the County. As such, the Project Land area is expected to decrease.

H. **ADDITIONAL DISCLOSURES.** Without limiting any other provision in this Declaration, the Association and, by acquiring title to a Unit, or by possession or occupancy of a Unit, each Owner, for itself and for its Occupants, shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

1. **CONDOMINIUM LIVING; RESIDENTIAL-COMMERCIAL MIXED-USE RETAIL AREA.** Living in a multi-story, mixed-use, high-rise condominium building entails living in very close proximity to other persons, businesses, restaurants, and shopping areas, with attendant limitations on solitude and privacy. Walls, floors, and ceilings have been designed to meet applicable building codes. However, Owners will hear noise from adjacent Units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets, washing machines, or other sources of running water and/or plumbing fixtures, and will smell odors from adjacent Units within the Project, including, but not limited to, cooking odors. Also, Owners may hear noise from such items as the swimming pool, vacuum cleaners, stereos or televisions, or from people running, walking, exercising, socializing, or enjoying the Recreational Amenities. Finally, Owners can expect to hear substantial levels of sound, music, and other noise, and can expect to experience substantial odors, vibrations, and other nuisances from retail and commercial establishments in the Project, and/or in the vicinity of the Project. Owners may also experience light entering the Units from commercial lighting in the vicinity and from street lights located in close proximity to the windows and doors of the Units. Owners on lower floors of the Project, located closer to such commercial establishments and close to the street, will likely experience the most sound, noise, odor, and vibrations from such commercial activity. Each Owner and every other Person who has an interest in the Project or who has the right to use the Project or any part of it waives, releases, and discharges any rights, claims, or actions

that such Person may have, now or in the future, against Developer, and its Representatives, licensees, successors, and assigns, and arising directly or indirectly out of or from such noise, odors, vibrations, and light. By accepting a Unit Deed or other conveyance of a Unit, an Owner acknowledges and agrees that sound, odor, vibration, and light transmission in a residential-commercial mixed-use condominium project are common and difficult to control. Developer does not make any representation or warranty as to the level of such transmission at the Project, and each Owner hereby waives and expressly releases any claim for loss or damage resulting from such transmission.

2. **NOISE; TRAFFIC**. Being located in a business, residential, retail, entertainment, and commuter district, noise, dust, vibration, and/or pedestrian and vehicular traffic are higher than average in the vicinity of the Project. Each Owner and every other Person who has any interest in the Project or who has the right to use the Project or any part of it waives, releases, and discharges any rights, claims, or actions that such Person may have, now or in the future, against Developer, and its Representatives, licensees, successors, and assigns, and arising directly or indirectly out of or from such noise, dust, vibrations, and/or additional traffic, including, without limitation, construction and operation of the County's planned elevated rail transit project, if constructed, which may be constructed in close proximity to the Project. Traffic, noises, and uses which are typically encountered in a high-rise condominium commercial-residential mixed-use setting, include, but are not limited to: (a) transient noise and guest or pedestrian traffic from the street or the Limited Common Elements appurtenant to the Commercial Units or neighboring properties; (b) opening and closing of doors landscaping maintenance, trash collection, and freight loading/unloading activities at or nearby the Project; (c) loud music from restaurants or other outlets, concert events, or performances; (d) vehicular traffic from the street; (e) voices of people talking outside retail and/or food and beverage establishments; and (f) noises from special events taking place at or near the Project. Such noise shall not be deemed a "nuisance," as such noises and/or uses are deemed to be common and accepted occurrences in a centrally located high-rise condominium mixed-use setting. Furthermore, normal construction activities shall not be considered a "nuisance." The Commercial Unit in the Project may be used for retail, restaurant, or other commercial business purposes, which may cause noise typically associated with the operation and management of those types of establishments (e.g. high vehicular and pedestrian traffic caused by patrons, delivery trucks, and unloading and loading activities and noise and traffic caused by heavy machinery for stocking and operation of the Commercial Unit and their surrounding areas). By accepting a Unit Deed or other conveyance of a Unit, Owner acknowledges that the Project is adjacent to high-traffic roads, businesses, and retail/entertainment facilities, and that noise, lights, and odors common to such activities and related commercial activities as well as construction activities, may exist on or near the Project, at any time and from time to time. Each Owner, by acceptance of a Unit Deed or other conveyance of his or her Unit, hereby acknowledges and agrees that sound transmission in a high-rise building such as the Tower is very difficult to control. Developer does not make any representation or warranty as to the level of sound transmission at the Project, and each Owner hereby waives and expressly releases any claim for loss or damage resulting from such sound transmission.

3. **HONOLULU INTERNATIONAL AIRPORT**. The Project's proximity to the Honolulu International Airport may cause frequent, loud noise from aircraft operations, sightings of aircraft flying at very low altitudes, and fumes, smoke, vibrations, odors, and other nuisances resulting from aircraft flight operations over or near the Project ("**Aircraft Effects**"). By signing and accepting a Unit Deed, Unit Owners accept the Aircraft Effects and waive any claims or rights of action or suits against Developer or Developer's successors and assigns arising from any impairment of Unit Owners' use and enjoyment of the Unit or the Project, or from any inconvenience, property damage, or personal injury arising directly or indirectly from the Aircraft Effects.

4. **VIEWS. Each Owner acknowledges that there are no protected views in the Project, and the Units are not assured the existence or unobstructed continuation of any particular view. Any view from the Unit is not intended as part of the value of the Unit, and is not guaranteed, and Developer makes no representation or warranty regarding whether a Unit will continue to have the same view, or any view, and the effect of the view or the lack thereof on the value of the Unit.** The views from the Unit or Project will likely change as a result of, be affected by, or be obstructed by: (a) construction or installation of buildings, improvements, structures, walls, and/or landscaping by Developer or owners of property adjacent to or near the Project; (b) the future elevated rail transit line; and/or (c) the growth of trees, landscaping, and/or vegetation within or outside the Project. Each Owner and every other Interested Person waives, releases, and discharges any rights, claims, or actions that such Person may have, now or in the future, against Developer and its Representatives, licensees, successors, and assigns, and arising directly or indirectly out of or from any such change or obstruction of views by reason of such further development or growth.

5. **NEIGHBORING DEVELOPMENTS**. Certain portions of land outside, abutting, and/or near the Project ("**Neighboring Developments**") may be subject to redevelopment, and, in the future, may or will be developed by third parties over whom Developer has no control. The Association and Developer have no jurisdiction over Neighboring Developments, and, accordingly, there is no representation as to the nature, use, or architecture of any future development or improvement on Neighboring Developments. Any use, development, and/or construction on Neighboring Developments may result in noise, dust, and/or other nuisance to the Project or owners, and Unit Owners acknowledge the same.

6. **CONTINUING ACTIVITIES**. Each Owner understands and agrees that Developer is engaged in a sales and development program and that certain elements of the Project may not be completed, and completion of the Improvement of such items may be deferred by Developer at its sole and absolute option; provided normal access and parking facilities are provided for the Units conveyed to Owners As an integrated structure consisting of a variety of uses that may be changed from time to time, alterations, construction, remodeling, repair, and changes of uses within portions of the Property may occur from time to time.

7. **USE CHANGES**. Except as expressly set forth in the Condominium Documents, Developer makes no representations or warranties with respect to the (a) nature of any Improvements to be initially or subsequently contained in the Project, (b) the initial or subsequent uses of any portion of the Project, or (c) the services and amenities (and the costs of such services or amenities) which may be provided to Owners.

8. **MARKETING MATERIALS**. Any marketing materials used by Developer in the promotion and/or sales of the Commercial Units, the Residential Units, and/or the Project shall not be a representation or warranty by Developer of the layout, décor, coloring, or furnishings of a Unit, the fixtures provided with a Unit, or the types of amenities provided in the Project. The marketing materials are intended to give a purchaser a general idea of the standard and quality of the Project, and are not intended to represent the precise décor, coloring, furnishing, fixtures, or amenities that will be included in the Project.

9. **CONDOMINIUM MAP**. Nothing in the Condominium Map is intended to be or is a representation or warranty by Developer. Typical type floor plans may have slight deviations as to the location and type of columns in the Unit, doors, and fixtures. The layout and areas of the Units with typical depictions are intended to be consistent.

10. **WARRANTIES**. Developer is developing the Project but it is not the general contractor or an affiliate of the general contractor that is building the Project. Developer makes no warranties, express or implied, about the Units or the Project, or about consumer products or anything else installed or contained in the Units or the Project. This includes, but is not limited to, warranties of merchantability, habitability, workmanlike construction, fitness for a particular purpose, or sufficiency of design. Each Owner and every other Interested Person gives up (in legal terms, "waives and releases") any and all rights and claims such Person may have, now or in the future, against Developer, its Representatives, successors and assigns for (a) any defects in the Units or the Project or any consumer products or anything else installed or contained in the Units or the Project, and (b) for injury to Persons or property arising from any such defects. This means that Developer will not have to pay for any injury or damage to people or things as a result of any defect.

11. **FUTURE RAIL ROUTE**. The Project may be in the vicinity of the proposed future light rail route of the County, which may cause noise, dust, vibrations, traffic congestion, and/or other inconveniences or nuisances associated with the development, construction, and operation of such light rail transit system ("**Rail Effects**"). By signing and accepting a deed to a Unit, each Owner accepts the Rail Effects and waives any claims or rights of action or suits against Developer or Developer's successors and assigns arising from any impairment of the Owner's use and enjoyment of the Unit or the Project, or from any inconvenience, property damage, or personal injury arising directly or indirectly from the Rail Effects.

12. **ARCHAEOLOGICAL AND BURIAL DISCLOSURES**. An archaeological inventory survey ("**AIS**") was conducted for the Project and accepted by SHPD on October 24, 2014. The AIS was followed by an Archaeological Data Recovery Plan and a Burial Site Component of an Archaeological Data Recovery and Preservation Plan, which was accepted by SHPD on November 19, 2014, and an Archaeological Preservation Plan and an Archaeological Monitoring Plan, which was accepted by SHPD on November 21, 2014. The AIS uncovered six (6) newly-identified historic properties within the Project. The approved mitigation measures for the Project

include: (a) in situ preservation; (b) archaeological data recovery excavations; (c) burial treatment for all burials and isolated human remains; and (d) archaeological monitoring for the entirety of the Project area. In addition, on-site archaeological monitoring will occur for all ground disturbing work extending more than thirty (30) centimeters below the surface of the Land.

The Association shall be subject to and responsible for compliance with all such plans, agreements, and easements, the expenses of which shall be a Common Expense. All persons who are classified as recognized cultural or lineal descendants by SHPD or the Oahu Island Burial Council with relation to the Project shall have a reasonable right of entry and access over, across, and through the ground level Common Elements to gain access to and for visitation of any burial preserve area so created, subject to reasonable rules and policies established from time to time by Developer and/or the Board relating to hours of visitation, security procedures of visitation, and parking at the Project; provided, however, that no such rules and policies shall at any time unreasonably hinder, impair, or interfere with the right of the recognized cultural and lineal descendants to visit any burial preserve area.

Notwithstanding any effort made or action taken by Developer or Landowner to comply or cooperate with or fulfill the mitigation commitments set forth above, by acquiring a Unit in the Project, Unit Owners will be deemed to have acknowledged, understood, and agreed to the foregoing, and neither Developer nor Landowner shall be liable for any actual, special, incidental, or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence, or any other legal theory, with respect to the existence of such conditions on the Land and changes made to the Project to address any such condition.

13. **ACKNOWLEDGEMENT AND ACCEPTANCE OF CERTAIN CONDITIONS.** By signing and accepting a deed to a Unit, each Owner accepts and waives any claims or rights of action or suits against Developer or Developer's successors and assigns arising from any impairment of the use and enjoyment of the Unit or the Project, or from any inconvenience, property damage, or personal injury arising directly or indirectly from the following:

a. **RECLAIMED WATER.** The Project may utilize treated wastewater and collected rainwater for various purposes, including but not limited to toilets, irrigation of landscaping, and cooling towers. Such water shall be treated to the R-1 water category, which indicates a significant reduction in viral and bacterial pathogens through oxidation, filtration, and disinfection. R-1 water is not safe for drinking but is safe to handle for other non-drinking uses. Should reclaimed water be utilized at the Project, Owners may experience a chlorine odor emanating from such water.

b. **MECHANICAL EQUIPMENT ON ROOFTOP.** Developer reserves the right to install such cooling towers, compressors, and other equipment on the rooftop in its sole discretion to service Common Elements including, but not limited to, common hallways, the lobby, and the Recreational Deck. Should cooling towers, compressors, and other equipment be installed on the rooftop, they may cause noise and vibrations even in the course of normal operation, which may be evident to the Units on the floors immediately below the rooftop, including those located on the top levels of the Tower.

c. **ELEVATORS.** The design of the Tower provides for multiple passenger elevators to provide access to the floors in the Project. The Units located in the immediate vicinity of the elevator lobby on each level of the Tower may be prone to greater noise and other nuisances associated with the normal operation of the elevators than Units located further away from the elevator lobby. Also, during certain hours of the day there may be delays in the elevator servicing each floor as a result of high traffic loads and/or in the event of servicing and/or repairs to one or more of the elevators in the Project.

d. **LOCATION OF UNITS NEAR THE RECREATIONAL DECK AND/OR NEAR THE PARKING STRUCTURE.** Certain of the Residential Units located on or near Level 6 of the Tower are located in close proximity to the Recreational Amenities on the Recreational Deck, which is located on Level 6 of the Tower. These Units may be exposed to greater noise and other nuisances than the Units located on other levels of the Tower. Certain Residential Units located in close proximity to the Parking Structure may be exposed to greater noise, traffic, and other nuisances than units on other levels of the Project.

e. **COUNTERTOPS.** Natural stone countertops ("**Countertops**") may be installed in the Units, including in the bathrooms and kitchens. If such material is used, due to the mineral composition and crystalline structure of the Countertops, small pits may be visible on the polished surface. The pitting as well as natural fissures shall not be considered flaws, as they do not impair the function or durability of the material. Although the Countertops will be finished, due to the porous nature of stone, the Countertops will still be susceptible to discoloration, staining, fracturing, and chipping. The Countertops have special maintenance, care, and upkeep requirements that will need to be complied with by each of the Owners in the Project in order to maximize the enjoyment and useful life of the originally installed Countertops. The failure to comply with these special maintenance, care, and upkeep requirements may result in additional costs to the Owner and detract from the Owner's enjoyment of the Unit.

f. **ENGINEERED WOOD FLOORING AND WOOD VENEER CABINETS IN UNITS.** The Units may have engineered wood flooring installed. Engineered wood flooring is prone to scratching, and has special maintenance, care, and upkeep requirements, as compared to carpeting, which will need to be complied with by Owners in order to maximize the enjoyment and useful life of the originally-installed engineered wood flooring. The failure to comply with these special maintenance care and upkeep requirements will result in additional costs to the Owner and detract from the Owner's enjoyment of his/her Unit. The potential sound transmission through an engineered wood floor, when compared to carpeting, is greater, and each Owner, by signing and accepting a Unit Deed, will thereby be deemed to acknowledge and accept that this condition may result in greater noise being heard from the Units above and adjacent to such Owner's Unit. Owners shall at all times comply with the requirements and provisions of the House Rules, as may be amended, for the purpose of minimizing and softening the level of sound transmission through the engineered wood floor of each unit. Kitchens may also have cabinets made from natural wood veneer, which is subject to color, texture, and surface variations and aging. The failure to comply with special maintenance, care, and upkeep requirements may result in additional costs to the Owner and detract from the Owner's enjoyment of the Unit.

14. **KAKA'AKO COMMUNITY DEVELOPMENT DISTRICT MAUKA AREA PLAN AND RULES: PLANNED DEVELOPMENT PERMIT, PLANNED DEVELOPMENT AGREEMENT, AND DISTRICT-WIDE IMPROVEMENT DISTRICT ASSESSMENT PROGRAM.** The Project is located within the Kaka'ako Community Development District and is subject to the jurisdiction of the HCDA. The Project will be developed subject to and in compliance with the terms of various permits and agreements by and/or between the Landowner, the Developer, or Developer's and Landowner's predecessor-in-interest, and/or HCDA (collectively, "**HCDA Agreements**"), including, but not limited to, the following:

a. The terms and provisions of HCDA's Findings of Fact, Conclusions of Law, and Decision and Order for a Master Plan Permit, File No. PL MASP 13-2-8 on September 2, 2009 ("**KKMP Permit**"), a memorandum of which was recorded at the Bureau as Document No. 2010-012595, as amended by those certain Findings of Fact, Conclusions of Law, and Decision and Order amending the Master Plan Permit dated August 8, 2012, as further amended by those certain Findings of Fact, Conclusions of Law, and Decision and Order amending the Master Plan Permit dated June 2, 2021, as may be further amended or supplemented. Pursuant to the KKMP Permit, the development and use of the Project are subject to the terms and provisions of the HCDA's Mauka Area Plan and the HCDA's Mauka Area Rules (Title 15, Subtitle 4, Chapter 22, of the Hawaii Administrative Rules) in effect on September 2, 2009 (together the "**Vested Rules**"). The KKMP Permit was extended by a period of ten (10) years beyond the original expiration date of September 1, 2024, and shall be valid until September 1, 2034.

b. A Master Plan Development Agreement for the Kaiāulu 'o Kaka'ako Master Plan effective October 6, 2009, a memorandum of which was recorded at the Bureau as Document No. 2010-012596 (as may be amended, "**KKMP Development Agreement**"), which imposes the terms and conditions of the KKMP Permit on the Land and shall run with the Land and shall bind and constitute notice to all subsequent lessees, grantees, assignees, mortgagees, lienors, and any other persons who shall claim an interest in the Land. HCDA shall have the right to enforce the KKMP Development Agreement by appropriate action at law or suit in equity against all such persons. The KKMP Development Agreement confirms the application of the Vested Rules to the KKMP Permit area and describes generally the timing and process for phasing, reserved housing credits, and public facilities within the master planned community.

c. The Planned Development Permit No. KAK 22-042 issued by HCDA on September 7, 2022 ("**Permit**"), which authorizes the Project and the reserved housing requirements.

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

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

15. **KŌ'ULA STREET**. Notwithstanding anything in this Declaration to the contrary, Developer, the Association, all Owners, Lenders, vendors and vendees under Agreements of Sale, tenants and Occupants of Units, and their employees, business invitees, and any other person who may use any part of the Project do so with the understanding and agreement that: (a) this Declaration does not create any right or interest whatsoever in the Kō'ula Street Parcel in favor of the Land, the Project, or any of the foregoing persons; (b) the Kō'ula Street Parcel is owned by Landowner and is currently allowed for non-exclusive use, on a permissive basis in Landowner's sole discretion, as a private roadway for vehicular and pedestrian access; (c) none of the Land, the Project, nor any of the foregoing persons has any right, title, interest, or claim with respect to the Kō'ula Street Parcel, including, without limitation, any easements or other rights to use the Kō'ula Street Parcel for vehicular or pedestrian access purposes or utility purposes, or to require that the Kō'ula Street Parcel or the improvements located in the Kō'ula Street Parcel be repaired, maintained, or replaced or otherwise meet any particular standard of maintenance or condition; (d) any of use of the Kō'ula Street Parcel constitutes an assumption of all risks relating to such use and a release of Landowner and its trustees, officers, directors, partners, affiliates, subsidiaries, successors in trust, assigns, agents, or employees from and against any and all suits, administrative proceedings, claims, demands, causes of action, damages, consequential damages, losses, costs and expenses of any kind, whether known or unknown, from any damage or injury incurred in connection with the use of the Kō'ula Street Parcel; (e) Landowner reserves all rights pertaining to the full and exclusive use of the Kō'ula Street Parcel for any and all purposes, including, without limitation, the right to temporarily or permanently close or otherwise limit and restrict vehicular and pedestrian access across the Kō'ula Street Parcel, the right to reconfigure, modify or remove any improvements located in the Kō'ula Street Parcel, such as sidewalks, and the right to grant to others easements, licenses and other use rights for all purposes; (f) any use of the Kō'ula Street Parcel allowed by Landowner is completely permissive in nature and subject to revocation at will in Landowner's sole discretion; and (g) any damage to the Kō'ula Street Parcel or any improvements located in the Kō'ula Street Parcel resulting from such permissive use must be promptly repaired by the user that caused the damage at such user's own cost and expense.

16. **AUAHI STREET**. Notwithstanding anything in this Declaration to the contrary, Developer, the Association, all Owners, Lenders, vendors and vendees under Agreements of Sale, tenants and Occupants of Units, and their employees, business invitees, and any other person who may use any part of the Project do so with the understanding and agreement that: (a) this Declaration does not create any right or interest whatsoever in the Auahi Street Parcel or the County Parcel in favor of the Land, the Project, or any of the foregoing persons; (b) the Auahi Street Parcel is owned by Victoria Ward and the County Parcel is owned by the County; (c) the Auahi Street Parcel is currently allowed for non-exclusive use, on a permissive basis in Victoria Ward's sole discretion, as a private roadway for vehicular and pedestrian access; (d) the County Parcel is currently used as a base yard; (e) none of the Land, the Project, nor any of the foregoing persons has any right, title, interest, or claim with respect to the Auahi Street Parcel or the County Parcel, including, without limitation, any easements or other rights to use the Auahi Street Parcel or the County Parcel for vehicular or pedestrian access purposes or utility purposes, or to require that the Auahi Street Parcel or the County Parcel or the improvements located in the Auahi Street Parcel or the County Parcel be repaired, maintained, or replaced or otherwise meet any particular standard of maintenance or condition; (f) any of use of the Auahi Street Parcel or the County Parcel constitutes an assumption of all risks

relating to such use and a release of the County, Victoria Ward, its trustees, officers, directors, partners, affiliates, subsidiaries, successors in trust, assigns, agents, or employees from and against any and all suits, administrative proceedings, claims, demands, causes of action, damages, consequential damages, losses, costs and expenses of any kind, whether known or unknown, from any damage or injury incurred in connection with the use of the Auahi Street Parcel or the County Parcel; (g) Victoria Ward and the County retain all rights pertaining to the full and exclusive use of the Auahi Street Parcel or the County Parcel, respectively, for any and all purposes, including, without limitation, the right to temporarily or permanently close or otherwise limit and restrict vehicular and pedestrian access across Auahi Street Parcel or the County Parcel, the right to reconfigure, modify or remove any improvements located in Auahi Street Parcel or the County Parcel, such as sidewalks, and the right to grant to others easements, licenses and other use rights for all purposes; (h) any use of Auahi Street Parcel or the County Parcel allowed by Victoria Ward and/or the County is completely permissive in nature and subject to revocation at will in Victoria Ward's and/or the County's sole discretion; and (i) any damage to the Victoria Ward and/or the County or any improvements located in the Victoria Ward and/or the County resulting from such permissive use must be promptly repaired by the user that caused the damage at such user's own cost and expense.

XLII. KAIĀULU 'O KAKA'AKO; MASTER PLAN AND CHARTER.

Upon annexation of the Land to the Master Charter, the Land will be a part of an urban planned community called "Kaiāulu 'o Kaka'ako." Upon the recordation of such annexation, this Declaration, the Bylaws, and the Condominium Map and the Project shall be subordinated and subject to the Master Charter and Master Bylaws, together with such rules and regulations promulgated pursuant thereto.

The Project will be one of multiple projects located in the Community. The Master Bylaws and the other "Governing Documents" as defined in the Master Charter ("**Master Governing Documents**"), as the same may be amended and/or supplemented from time to time, create rules and regulations for operation and being a part of the Community, including, without limitation, any assessments, voting rights, design restrictions, and the design review process set forth therein, if applicable. By acquiring an interest in the Project, each Owner agrees to carefully review, observe, and comply with all covenants, conditions, restrictions, and other requirements to which the Project is subject under the Master Charter, Master Bylaws, and other Master Governing Documents, including payment of such sums as may be assessed pursuant to such Master Charter or Master Bylaws ("**Master Assessments**"). Further, Developer shall have the reserved right, without the consent of any Owner or such Owners' Lenders, to amend this Declaration and to enter into any agreements and to grant easements and do all things necessary and convenient to effect and implement the purposes of the Master Charter, Master Bylaws, and other Master Governing Documents and to execute, record, and deliver any and all documents necessary to effect the same, including, but not limited to, any amendments to this Declaration and to the Condominium Map. In the event of a conflict between this Declaration and the Master Charter, Master Bylaws, and/or the other Master Governing Documents, the Master Charter, Master Bylaws, and/or other Master Governing Documents, as applicable, shall control.

Notwithstanding the above, by signing and accepting a Unit Deed or other conveyance of a Unit, Owners acknowledge and accept the following related to living in the Community:

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

B. Individual Unit Owners will not become members of the Master Association, and, in most instances, will not have direct voting rights in the Master Association. The Association will be a member of the Master Association for the Project. The Association and the Owners shall be responsible for certain shared costs for the maintenance and upkeep of any Master Community common areas and other services and use areas shared among the projects in the Community and described in the Master Charter and the Master Bylaws. The Master Association has the right to lien a Unit in the event of nonpayment of any Master Assessment by the Association or the Unit Owner.

C. The Master Charter sets forth a "Founder Control Period," which is the period of time during which the Founder may appoint majority of the members of the Master Association's board of directors, and a

"Development and Sale Period," which is the period during which the Founder may exercise other development rights under the Master Charter.

D. In addition to any design restrictions and/or regulations or standards in the Condominium Documents, Owners will be subject to the additional design restrictions, design guidelines, and/or regulations or standards promulgated by the Founder or the Master Association pertaining to the Community. The Master Charter and the Master Bylaws set forth sanctions for noncompliance with the provisions in the Master Governing Documents.

E. The Founder and the Master Association may enter into certain service contracts for service provided by vendors to multiple properties in the Community, including, without limitation, the Project, based on overall economic, service, and efficiency benefits to the overall master development. The Association may also do the same with adjacent properties for maintenance and operation of mutually beneficial properties or facilities or the provision of mutually beneficial services.

F. The Founder has certain reserved rights set forth in the Master Charter which may be exercised after the Owners are residing in the Project. Such reserved rights may directly impact an Owner's use of the Project.

XLIII. DISPUTE RESOLUTION.

A. **DISPUTES**. The purpose of this Article is to provide Owners, the Association, the Board, the Managing Agent, Developer, and their respective Representatives (collectively, for purposes of this Article, the "**Parties**") with a mechanism to resolve Disputes. A "**Dispute**" means and includes any and all actions, claims, or disputes between or among the Parties with respect to, arising out of, or relating to this Declaration. A Dispute shall not include: (a) claims for construction defects governed by the Contractor Repair Act, Chapter 672E of the Hawaii Revised Statutes; (b) actions seeking equitable relief involving threatened property damage or the health or safety of Owners or any other persons; (c) actions to collect assessments; (d) personal injury claims; or (e) actions against the Association, the Board, or any Director, Officer, agent, employee, or other persons for amounts in excess of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) if insurance coverage under a policy of insurance procured by the Association or the Board would be unavailable for defense or judgment because mediation was pursued.

B. **DISCUSSION**. Any Party with a Dispute shall notify the Party to whom the Dispute is directed in writing of the Dispute, which writing shall describe the nature of the Dispute and any proposed remedy (the "**Dispute Notice**"). Within a reasonable period of time after receipt of the Dispute Notice, which period shall not exceed twenty-one (21) calendar days, the Parties to the Dispute shall meet at a mutually acceptable location within or near the Project to discuss the Dispute. The Parties to the Dispute shall negotiate in good faith in effort to resolve the Dispute.

C. **MEDIATION**. If the Parties cannot resolve such Dispute by discussion pursuant to **Section XLIII.B** above within thirty (30) calendar days after the commencement of such discussion, the matter shall be submitted to mediation by and pursuant to the procedures adopted by DPR in the County.

1. **PARTIES PERMITTED AT SESSIONS**. Persons other than the Parties, their authorized representatives, and the mediator may attend the mediation sessions only with the consent of the mediator; provided, however, such permission and consent shall not be required to allow participation of such Parties' liability insurers in the mediation to the extent required under such Parties' liability insurance policy.

2. **RECORD**. There shall be no stenographic record of the mediation process.

3. **EXPENSES**. The expenses of witnesses shall be paid by the Party producing such witnesses. All other expenses of the mediation including, but not limited to, the fees and costs charged by the mediator and the expenses of any witnesses, or the cost of any proof or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties unless they agree otherwise. Each Party shall bear its own attorneys' fees and costs in connection with such mediation.

4. **NO JUDICIAL INTERVENTION**. If a Party institutes litigation prior to observing the procedures set forth in **Sections XLIII.B** and **XLIII.C** above ("**Prohibited Litigation**"), such Party shall be responsible for all reasonable expenses and fees (including attorneys' fees) incurred by the other Party in obtaining a stay or dismissal of the Prohibited Litigation.

5. **CONFIDENTIALITY**. All negotiations, mediation proceedings, and any discovery conducted pursuant to these procedures are confidential. All proceedings conducted pursuant to these procedures shall be treated for all purposes as compromise and settlement negotiations within the meaning of Rule 408 of the Federal Rules of Evidence and Rule 408 of the Hawaii Rules of Evidence.

D. **FURTHER RESOLUTION**. If the Parties are unable to resolve a Dispute pursuant to the procedures described in **Sections XLIII.B** and **XLIII.C** above, each Party shall have the right to pursue all rights and remedies available to such Party at law or in equity. If a Dispute proceeds in court, such action shall be brought exclusively in the federal or state courts located in the County. The Parties hereby agree that the court shall apply Hawaii substantive law and applicable statutes of limitations and will honor claims of privilege recognized by law.

E. **STATUTES OF LIMITATION**. The applicable statute of limitations shall not be tolled by anything contained in these procedures. Notwithstanding the prohibition on litigation, a Party may commence an action solely for the purpose of tolling the statutes of limitation, provided such Party immediately stays the action to resolve the Dispute pursuant to the procedures described in **Sections XLIII.B** and **XLIII.C** above.

F. **UNENFORCEABILITY**. If any part of this Article is held to be unenforceable, it shall be severed and shall not affect either the duties to mediate hereunder or any other part of this Article.

XLIV. EXEMPTIONS FOR PERSONS WITH DISABILITIES.

Notwithstanding anything to the contrary contained in the Condominium Documents, Owners with disabilities shall be allowed reasonable exemptions from the Condominium Documents, when necessary and as appropriate to enable them to use and enjoy their Units, and the appurtenant Limited Common Elements, provided that any Owner with a disability desiring such an exemption shall make such request, in writing, to the Board. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to be granted such an exemption. 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) calendar days of the Board's receipt thereof, or within forty-five (45) calendar days of the Board's receipt of additional information reasonably required by the Board in order to consider such request, whichever shall last occur.

XLV. COMPLIANCE WITH COUNTY ZONING AND BUILDING LAWS.

The Project is in compliance with all zoning and building ordinances and codes of the County, as applicable, and all other County permitting requirements, as applicable, to the Project pursuant to Section 514B-5 of the Act.

XLVI. DEVELOPER'S RIGHT TO CURE ALLEGED DEFECTS.

It is Developer's intent that all Improvements constructed or made by Developer in the Project be built or made in compliance with all applicable building codes and ordinances and that such Improvements be of a quality that is consistent with the Project Quality Standard. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Developer's responsibility therefor. It is Developer's intent to resolve all disputes and claims regarding Alleged Defects (as defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, Board, and all Owners shall be bound by the following claim resolution procedure:

A. **DEVELOPER'S RIGHT TO CURE**. In the event that the Association, Board, or any Owner (collectively, "**Claimant**") claims, contends, or alleges that any portion of the Project, including, but not limited to, any Unit, and/or any Improvements, is defective or that Developer or its agents, consultants, contractors, or subcontractors were negligent in the planning, design, engineering, grading, construction, or other development

thereof (collectively, an "**Alleged Defect**"), Developer hereby reserves the right, but is not obligated, to inspect, repair, and/or replace such Alleged Defect as set forth herein.

B. **NOTICE TO DEVELOPER**. In the event that a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Developer in writing, at the address specified at the beginning of this Declaration, or such other address at which Developer maintains its principal place of business, of the specific nature of such Alleged Defect ("**Notice of Alleged Defect**").

C. **RIGHT TO ENTER, INSPECT, REPAIR, AND/OR REPLACE**. Within the timeframe described below, or a reasonable time after the independent discovery of any Alleged Defect by Developer, as part of Developer's reservation of rights, Developer shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit, and/or any Improvements or other portion of the Project for the purposes of inspecting and, if deemed necessary by Developer, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs, and/or replacement, Developer shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

D. **LEGAL ACTIONS**. No Claimant shall initiate any legal action, cause of action, proceeding, reference, or arbitration against Developer alleging damages (1) for the costs of repairing or the replacement of any Alleged Defect, (2) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (3) for any consequential damages resulting from such Alleged Defect, unless and until:

1. Claimant has delivered to Developer a Notice of Alleged Defect not later than ninety (90) calendar days before the filing of any such cause of action, proceeding, reference, or arbitration against Developer and

2. Developer has either

a. rejected Claimant's claim or

b. within thirty (30) calendar days after its receipt of a Notice of Alleged Defect, either:

(i) failed to offer to settle without inspecting the Alleged Defect;

(ii) failed to propose to inspect the Alleged Defect and within thirty (30) calendar days following any such proposal, failed to inspect the Alleged Defect, provided that Claimant permitted sufficient access; or

(iii) failed, within fourteen (14) calendar days after any inspection, to serve Claimant with a written statement offering to fully or partially remedy the Alleged Defect at no cost to Claimant, offering to settle the Alleged Defect by monetary payment, offering a combination of the foregoing, or explaining that Developer will not proceed further to remedy the Alleged Defect.

E. **NO ADDITIONAL OBLIGATIONS; IRREVOCABILITY AND WAIVER OF RIGHT**. Nothing set forth in this Article shall be construed to impose any obligation on Developer to inspect, repair, or replace any item or Alleged Defect for which Developer is not otherwise obligated to do under applicable law. The right of Developer to enter, inspect, repair, and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Developer with the Bureau.

F. **WAIVER**. Notwithstanding anything to the contrary in this Declaration, Developer hereby disclaims any representations and warranties in respect of, and shall have no continuing liability to any Owner, the Board, and the Association for, any design or construction defects (whether known or unknown) relating to the Project, including latent defects.

G. **SEVERABILITY AND APPLICABILITY**. If any provision of this Article is held to be invalid, such a determination shall not affect the other provisions hereof, which shall remain in full force and effect. Notwithstanding anything to the contrary herein, if any provision in this Article conflicts with any applicable portion

of Hawaii Revised Statutes Chapter 672E, the Contractor Repair Act, the provisions of said statute, as amended, shall apply.

XLVII. **RIGHT TO APPOINT AND REMOVE THE OFFICERS AND DIRECTORS; DEVELOPER CONTROL PERIOD.**

Notwithstanding anything contained in this Declaration or the Bylaws to the contrary, Developer shall have the right to appoint and remove Officers and Directors for a certain period of time (the "**Developer Control Period**") as set forth in this Article. The Developer Control Period shall terminate no later than the earlier of the following: (a) sixty (60) calendar days after the conveyance of seventy-five percent (75%) of the Common Interest appurtenant to Units that may be created to Owners other than Developer; (b) two (2) years after Developer has ceased to offer Units for sale in the ordinary course of business; (c) two (2) years after any right to add Units was last exercised; or (d) the day Developer, after giving written notice to Owners, records an instrument voluntarily surrendering all rights to control the activities of the Association. Developer may voluntarily surrender the right to appoint and remove Officers and Directors before the termination of the Developer Control Period, but in that event, Developer may require, for the duration of the Developer Control Period, that specified actions of the Association or Board, as described in a recorded instrument executed by Developer, be approved by Developer before they become effective.

XLVIII. **RESIDENT MANAGER UNIT.**

Developer is the Owner of the Resident Manager Unit set forth in **Exhibit "B,"** if any, which is initially intended to be used as the Resident Manager Unit; provided that nothing in this Declaration shall obligate Developer to provide or maintain a Resident Manager Unit. Developer may sell, pledge, lease, assign, convey, Mortgage, and/or transfer the Resident Manager Unit to a third-party, including, without limitation, the Association, in its sole discretion. Upon such conveyance, Developer does not guaranty, warrant, or represent that the Resident Manager Unit will continue to be used as such, or be utilized to serve the Project or its Owners.

XLIX. **GENERAL PROVISIONS.**

A. **WAIVER OF CERTAIN RIGHTS.**

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

2. **WAIVER OF JURY TRIAL.** EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER, AND EACH OF THEIR REPRESENTATIVES UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM, CAUSE OF ACTION, OR DISPUTE. THE PARTIES AGREE THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN COURT SHALL BE DECIDED BY A JUDGE AND NOT BY A JURY.

3. **WAIVER OF CLASS ACTION.** EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER, AND EACH OF THEIR REPRESENTATIVES UNCONDITIONALLY WAIVE ANY RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE PARTIES UNCONDITIONALLY AGREE THAT ANY DISPUTE WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS. ALL PARTIES TO THE LITIGATION MUST BE INDIVIDUALLY NAMED. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, AND THE PARTIES ARE SPECIFICALLY BARRED FROM DOING SO.

B. **NO WAIVER.** Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce that provision, or any other provision of this Declaration.

C. **SEVERABILITY**. The provisions of this Declaration shall be deemed independent and severable, and if any term stated in this instrument is subsequently determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining terms stated in this instrument unless that is made impossible by the absence of the omitted term.

D. **CAPTIONS**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration, or the intent of any provisions hereof.

E. **GENDER**. The use of any gender in this Declaration shall be deemed to include either or both genders and the use of the singular shall be deemed to include the plural whenever the context so requires.

F. **INTERPRETATION**. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform condominium property regime whereby the Owners of Units shall carry out and pay for the operation and maintenance of the Project as a mutually beneficial and efficient establishment.

G. **CONSTRUCTIVE NOTICE AND ACCEPTANCE; INCORPORATION OF DECLARATION INTO DEEDS**. Every Person who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction, and provision contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired an interest in the Project. Any deed or other instrument by which all or any portion of the Project is conveyed, whether by fee, easement, leasehold interest, or otherwise, shall be subject to the provisions of this Declaration and any instrument of conveyance shall be deemed to incorporate the provisions of this Declaration, whether or not such instrument makes reference to this Declaration.

H. **CUMULATIVE REMEDIES**. Each remedy provided for in this Declaration shall be cumulative and not exclusive. The failure to exercise any remedy provided for in this Declaration or any other document shall not constitute a waiver of such remedy or of any other remedy provided herein or therein.

I. **NO PUBLIC DEDICATION**. Nothing herein contained shall be deemed a gift or dedication of the Project or portion thereof to the general public, or for the general public, or for any public use or purpose whatsoever; it being the intention and understanding of the parties hereto that this Declaration shall be limited to and for the purposes herein expressed solely for the benefit of the Owners.

J. **GOVERNING LAW**. This Declaration shall be governed by the laws of the State without giving effect to the principles of conflict of laws thereof.

K. **PROVISIONS RUN WITH LAND**. The provisions of this Declaration are intended to run with the land. When any interest in real property in the Project is conveyed, the interest shall be burdened by the provisions of this Declaration for the benefit of the remaining portions of the Project and the interest conveyed shall be entitled to the benefit of this Declaration.

L. **CONFLICT OF PROVISIONS**. In the event of any conflict between this Declaration and any of the Condominium Documents (other than this Declaration) this Declaration shall control. In the event of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control. In the event of any conflict between the Bylaws and the House Rules, the Bylaws shall control.

M. **OWNERS' RIGHT TO INCORPORATE**. The Owners may form a non-profit Hawaii corporation to serve as the Association. If so, the corporation will have all of the rights, powers, obligations, and duties of the Association as stated in the Condominium Documents or the Act. The fact that a corporation is formed to be the Association does not change any of the covenants, conditions, or restrictions contained in this Declaration or in the Bylaws. The corporation must adopt the Bylaws as the bylaws of the corporation. The Articles of Incorporation and Bylaws of the corporation will be subordinate to this Declaration. If the corporation takes any action that violates all or any part of this Declaration or the Bylaws, the action will be void.

N. **NO REPRESENTATIONS OR WARRANTIES.** No representations or warranties of any kind, express or implied, have been given or made by Developer or its agents or employees in connection with the Project or any portion thereof, or any Improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof as a condominium property regime, except as specifically and expressly set forth in this Declaration and except as may be recorded by Developer from time to time with any governmental authority.

O. **RULE AGAINST PERPETUITIES.** If any provision of the covenants, conditions, restrictions, or other provisions of this Declaration, shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Queen Elizabeth II (Elizabeth Alexandra Mary).

L. **INVALIDITY AND CHANGES IN LAW.**

The invalidity of any provision of this Declaration for any reason shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration, and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such provision had never been included herein.

In the event of a change in statutory law applicable to this Project occurring after the filing of this Declaration or the Bylaws, such change in law shall control over the provisions of this Declaration or the Bylaws only to the extent the legislative body enacting such change in law expressly provides that the provisions of such change in law shall control over provisions to the contrary in preexisting Condominium Documents.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has executed these presents on the date first above written.

888 ĀLIA LLC,
a Delaware limited liability company

By _____
Name: Alana Kobayashi Pakkala
Title: President

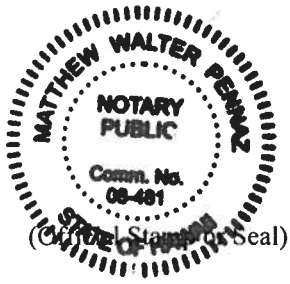
"Developer"

STATE OF HAWAII

SS:

CITY AND COUNTY OF HONOLULU

On this 15th day of November, 2022, before me appeared ALANA KOBAYASHI PAKKALA, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



(Official Stamp or Seal)

Print Name: Matthew Walter Pennaz
Notary Public, in and for said State, First Circuit

My commission expires: 10/12/2024

NOTARY CERTIFICATION STATEMENT

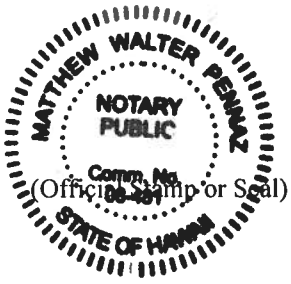
Document Identification or Description: DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA

Document Date: Undated at time of notarization.

No. of Pages: 116 Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

11/15/22
Date of Notarization and Certification Statement



Matthew Walter Pennaz
Printed Name of Notary

(Official Stamp or Seal)

My Commission Expires:10/12/2024

FEE OWNER JOINDER

The Trustees of the Estate of Bernice Pauahi Bishop, with full powers to sell, mortgage, lease, or otherwise deal with the Land (the "**Fee Owner**"), whose address is c/o Kamehameha Schools, Commercial Real Estate Division, Kawaiaha'o Plaza, Suite 200, 567 South King Street, Honolulu, Hawaii 96813, as the fee simple owner of the property described in the foregoing Declaration of Condominium Property Regime of Ālia at 888 Ala Moana (the "**Declaration**"), DO HEREBY join in the Declaration pursuant to Section 514B-31 of the Act, solely for the purpose of submitting all of their fee simple interest in the Land described in the Declaration to the condominium property regime established by the Declaration.

The Fee Owner, however, is not the developer of the Project and the Fee Owner's joinder shall not, in any way or for any purpose, be construed to mean that the Fee Owner is the developer of the Project or a partner with Developer in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Developer. The Fee Owner makes no representations or warranties of any kind, express or implied, with respect to any aspect of the Project. The statements set forth in the Declaration are solely those of Developer and are not, and should not be construed as, statements made by, or representations of, the Fee Owner. The Developer, and not the Fee Owner, shall be solely responsible for all aspects of the Project, including, without limitation, the development and construction of the Project and the marketing and sales of the Residential Units and Commercial Units. The Fee Owner shall not be liable for the statements or the conduct of Developer relating to the sale and conveyance of the Residential Units or the Commercial Units or the development of the Project. The Fee Owner is not assuming any such liability in any way by its execution of this joinder.

The Developer and each Owner acknowledges and agrees that the Fee Owner shall not be liable for any actual, special, incidental, or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence, or any other legal theory with respect to the terms and provisions of the Declaration, the submission of the Land to a condominium property regime pursuant to the Declaration, the Project, or any acts or omissions of Developer. The Developer, on behalf of itself and its successors and assigns, and each Owner, on behalf of itself and its family members, tenants, invitees, licensees, and mortgagees, hereby release the Fee Owner and its trustees, officers, directors, partners, affiliates, subsidiaries, successors in trust, and assigns from and against any and all claims, actions, damages, causes of action, liabilities, and expenses (including, without limitation, attorneys' fees and costs of enforcing this release) for any damages, costs, expenses, or losses whatsoever, relating to the terms and provisions of the Declaration, the submission of the Land to a condominium property regime pursuant to the Declaration, the Project, or any acts or omissions of Developer.

Capitalized terms used herein shall have the meaning set forth in the Declaration.

This instrument has been executed by or on behalf of the Trustees of the Estate of Bernice Pauahi Bishop in their fiduciary capacities as said Trustees, and not in their individual capacities. No personal liability or obligation under this instrument shall be imposed or assessed against said Trustees in their individual capacities.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the undersigned have executed this Fee Owner Joinder as of the 15th day of November, 2022.

Approved as to Content, Authority, and Compliance with KS Policy:

Manager

Vice President/ Director

Approved as to Form:

Legal Group

Retained Counsel Cades Schutte LLP

TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, AS AFORESAID

By

Name: MALIA S.L. DAY, Senior Counsel

Their Attorney-in-Fact

By

Name: KAREN M. WINTER, Senior Counsel

Their Attorney-in-Fact

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

On NOV 15 2022 before me personally appeared MALIA S.L. DAY, Senior Counsel and KAREN M. WINTER, Senior Counsel, to me personally known, who being by me duly sworn, did say that they are two of the attorneys-in-fact for LANCE KEAWE WILHELM, ELLIOT K. MILLS, ROBERT K. W. H. NOBRIGA, CRYSTAL KAUILANI ROSE, and JENNIFER NOELANI GOODYEAR-KA'ŌPUA, as Trustees of the Estate of Bernice Pauahi Bishop, duly appointed under Limited Power of Attorney effective as of April 25, 2022, recorded in the Bureau of Conveyances of the State of Hawai'i as Document No. A-81670460, and in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Document No. T-11819168, and that the foregoing instrument was executed in the name and on behalf of LANCE KEAWE WILHELM, ELLIOT K. MILLS, ROBERT K. W. H. NOBRIGA, CRYSTAL KAUILANI ROSE, and JENNIFER NOELANI GOODYEAR-KA'ŌPUA, as Trustees of the Estate of Bernice Pauahi Bishop, by such persons in their capacities as attorneys-in-fact; and they acknowledged the instrument to be the free act and deed of the Trustees of the Estate of Bernice Pauahi Bishop, as aforesaid.

CHANTAL CRUZ NOTARY 21-74 PUBLIC STATE OF HAWAII

(Official Stamp or Seal)

Print Name: Chantal Cruz
Notary Public, in and for said State

My commission expires: AUG 08 2025

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: FEE OWNER JOINDER TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA

Document Date: NOV 15 2022 or Undated at time of notarization.

No. of Pages: 116 Jurisdiction: First Circuit
(in which notarial act is performed)

NOV 15 2022
Signature of Notary Date of Notarization and Certification Statement

CHANTAL CRUZ
Printed Name of Notary

My Commission Expires: AUG 08 2025

CHANTAL CRUZ NOTARY 21-74 PUBLIC STATE OF HAWAII

(Official Stamp or Seal)

EXHIBIT "A"

PROPERTY DESCRIPTION

ITEM I:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu) situate, lying and being at Kakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being Lot 5, Block 19, of the "KAKAAKO SUBDIVISION" and thus bounded and described:

Beginning at the south corner of this lot, the same being the west corner of Lot 6, Block 19, and on the northerly side of Ala Moana, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,975.83 feet south and 3,413.32 feet west, and running thence by azimuths measured clockwise from true South:

1.	116° 24'	250.00	feet along the northerly side of Ala Moana;
2.	216° 09'	304.40	feet along the southwest side of Koula Street;
3.	296° 24'	124.04	feet along the southerly side of Auahi Street;
4.	26° 24'	150.00	feet along Lot 2-A;
5.	296° 24'	74.42	feet along Lots 2-A and 2-B;
6.	26° 24'	150.00	feet along Lot 6 to the point of beginning and containing an area of 56,106 square feet, more or less.

ITEM II:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu and portion(s) of Royal Patent Number 1944 to E. W. Clarke, Land Commission Award Number 387 to the American Board of Commissioners for Foreign Missions) situate, lying and being at Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 6-C, Block 19, of the "KAKAAKO SUBDIVISION", No. 1045 A & B and thus bounded and described:

Beginning at a pipe at the southwest corner of this lot, the south corner of Lot 5 and on the northerly side of Ala Moana, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,098.63 feet south and 3,165.93 feet west, and running thence by azimuths measured clockwise from true South:

1.	206° 24'	150.00	feet along Lot 5 to a pipe;
2.	296° 24'	276.19	feet along Lots 2-B and 2-C to a pipe;
3.	26° 24'	150.00	feet along Land Court Application 670 to a pipe;
4.	116° 24'	276.19	feet along the northeast side of Ala Moana to the point of beginning, containing an area of 41,428 square feet, more or less.

ITEM III:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu and portion(s) of Royal Patent Number 1944 to E. W. Clarke, Land Commission Award Number 387 to the American Board of Commissioners for Foreign Missions) situate, lying and being at Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 2-D, Block 19, of the "KAKAAKO SUBDIVISION", as Delineated on Bishop Estate Map No. 1045 A, & B and thus bounded and described:

Beginning at a pipe at the east corner of this lot, the north corner of Lot 416, Land Court Application 670 and on the southwesterly side of Auahi Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,829.66 feet south and 3,032.56 feet west and running thence by azimuths measured clockwise from true South:

1.	26° 24'	150.00	feet along Lot 416 of Land Court Application 670 to a pipe;
2.	116° 24'	350.61	feet along Lot 6-C and Lot 5 to a pipe, passing over a pipe at 276.19 feet;
3.	206° 24'	150.00	feet along Lot 5 to a pipe;
4.	296° 24'	350.61	feet along the southwest side of Auahi Street to the point of beginning, containing an area of 52,592 square feet, more or less.

END OF EXHIBIT "A"

EXHIBIT "B"

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

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
181	14B	2/2	1055, 1056			944	149	1,093	0.206936%
182	14A	2/2	1053, 1054			944	149	1,093	0.206936%
183	14B	2/2	1051, 1052			944	149	1,093	0.206936%
184	14A	2/2	1049, 1050			944	149	1,093	0.206936%
185	14B	2/2	1047, 1048			944	149	1,093	0.206936%
186	14A	2/2	1045, 1046			944	149	1,093	0.206936%
287	15	JR 1/1				463	0	463	0.101495%
288	16	1/1				500	0	500	0.109606%
289	15	JR 1/1				463	0	463	0.101495%
290	16	1/1				500	0	500	0.109606%
291	15	JR 1/1				463	0	463	0.101495%
292	16	1/1				500	0	500	0.109606%
293	15	JR 1/1				463	0	463	0.101495%
294	16	1/1				500	0	500	0.109606%
295	17	1/1				495	0	495	0.108510%
296	18	1/1				392	0	392	0.085931%
387	15	JR 1/1				463	0	463	0.101495%
388	16	1/1				500	0	500	0.109606%
389	15	JR 1/1				463	0	463	0.101495%
390	16	1/1				500	0	500	0.109606%
391	15	JR 1/1				463	0	463	0.101495%
392	16	1/1				500	0	500	0.109606%
393	15	JR 1/1				463	0	463	0.101495%
394	16	1/1				500	0	500	0.109606%
395	17	1/1				495	0	495	0.108510%
396	18	1/1				392	0	392	0.085931%
487	15	JR 1/1				463	0	463	0.101495%
488	16	1/1				500	0	500	0.109606%
489	15	JR 1/1				463	0	463	0.101495%
490	16	1/1				500	0	500	0.109606%
491	15	JR 1/1				463	0	463	0.101495%
492	16	1/1				500	0	500	0.109606%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
493	15	JR 1/1				463	0	463	0.101495%
494	16	1/1				500	0	500	0.109606%
495	17	1/1				495	0	495	0.108510%
496	18	1/1				392	0	392	0.085931%
587	15	JR 1/1				463	0	463	0.101495%
588	16	1/1				500	0	500	0.109606%
589	15	JR 1/1				463	0	463	0.101495%
590	16	1/1				500	0	500	0.109606%
591	15	JR 1/1				463	0	463	0.101495%
592	16	1/1				500	0	500	0.109606%
593	15	JR 1/1				463	0	463	0.101495%
594	16	1/1				500	0	500	0.109606%
595	17	1/1				495	0	495	0.108510%
596	18	1/1				392	0	392	0.085931%
600	00C	2/2	5168, 5169			1,227	162	1,389	0.268973%
601	01C	2/2.5	3176, 3177			1,156	172	1,328	0.253409%
602	02C	2/2	2153, 2154			940	142	1,082	0.206059%
609	09C	2/2+Den	5050, 5051			1,150	200	1,350	0.252093%
610	10C/12C	3/3.5+Den	4086, 4087, 5199		4086	1,589	276	1,865	0.348327%
611	11C	1/1.5	5131			762	111	873	0.167039%
613	13C	2/2	5125, 5126			968	429	1,397	0.212204%
700	00A	2/2	3129, 3130			1,227	184	1,411	0.268973%
701	01B	2/2.5	3042, 3043			1,156	127	1,283	0.253409%
702	02A	2/2	5149, 5150			940	0	940	0.206059%
703	03B	2/2.5+Den	2125, 2126			1,439	58	1,497	0.315446%
705	05B	1/1.5	4008			764	58	822	0.167478%
706	06	1/1	5015			618	0	618	0.135473%
707	07B	2/2.5	5044, 5045			1,148	58	1,206	0.251655%
708	08	2/2	5153, 5154			979	0	979	0.214608%
709*	09B	2/2+Den	4135, 4136			1,150	58	1,208	0.252093%
710	10A/12A	3/3.5+Den	5029, 5078, 5079		5078	1,589	89	1,678	0.348327%
711	11B	1/1.5	3058			762	58	820	0.167039%
713	13B	2/2	2014, 2015			968	129	1,097	0.212197%
800	00A	2/2	3127, 3128			1,227	184	1,411	0.268973%
801	01A	2/2.5	3059, 3060			1,156	169	1,325	0.253409%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
802	02A	2/2	5113, 5114			940	0	940	0.206059%
803	03A	2/2.5+Den	2123, 2124			1,439	90	1,529	0.315446%
805	05A	1/1.5	4033			764	64	828	0.167478%
806	06	1/1	5017			618	0	618	0.135473%
807	07A	2/2.5	5059, 5060			1,148	90	1,238	0.251655%
808	08	2/2	5157, 5158			979	0	979	0.214608%
809	09A	2/2+Den	4125, 4126			1,150	90	1,240	0.252093%
810	10A/12A	3/3.5+Den	4078, 4079, 5027		4078	1,589	89	1,678	0.348327%
811	11A	1/1.5	2002			762	64	826	0.167039%
813	13A	2/2	2029, 2030			968	142	1,110	0.212197%
900	00A	2/2	3006, 3007			1,227	184	1,411	0.268973%
901	01B	2/2.5	2074, 2075			1,156	127	1,283	0.253409%
902	02A	2/2	5115, 5116			940	0	940	0.206059%
903	03B	2/2.5+Den	2141, 2142			1,439	58	1,497	0.315446%
905	05B	1/1.5	4035			764	58	822	0.167478%
906	06	1/1	5030			618	0	618	0.135473%
907	07B	2/2.5	5190, 5191			1,148	58	1,206	0.251655%
908	08	2/2	4113, 4114			979	0	979	0.214608%
909	09B	2/2+Den	4137, 4138			1,150	58	1,208	0.252093%
910	10A/12A	3/3.5+Den	3078, 3079, 5014		3078	1,589	89	1,678	0.348327%
911	11B	1/1.5	2001			762	58	820	0.167039%
913	13B	2/2	5019, 5020			968	129	1,097	0.212197%
1000	00A	2/2	3139, 3140			1,227	184	1,411	0.268973%
1001	01A	2/2.5	5117, 5118			1,156	169	1,325	0.253409%
1002	02A	2/2	5151, 5152			940	0	940	0.206059%
1003	03A	2/2.5+Den	3099, 3100			1,439	90	1,529	0.315446%
1005	05A	1/1.5	4007			764	64	828	0.167478%
1006	06	1/1	5026			618	0	618	0.135473%
1007	07A	2/2.5	3019, 3020			1,148	90	1,238	0.251655%
1008	08	2/2	4153, 4154			979	0	979	0.214608%
1009	09A	2/2+Den	4121, 4122			1,150	90	1,240	0.252093%
1010	10A/12A	3/3.5+Den	2078, 2079, 5018		2078	1,589	89	1,678	0.348327%
1011	11A	1/1.5	2057			762	64	826	0.167039%
1013	13A	2/2	5031, 5032			968	142	1,110	0.212197%
1100	00A	2/2	3141, 3142			1,227	184	1,411	0.268973%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1101	01B	2/2.5	5147, 5148			1,156	127	1,283	0.253409%
1102	02A	2/2	5155, 5156			940	0	940	0.206059%
1103	03B	2/2.5+Den	4159, 4160			1,439	58	1,497	0.315446%
1105	05B	1/1.5	4123			764	58	822	0.167478%
1106	06	1/1	5002			618	0	618	0.135473%
1107	07B	2/2.5	3012, 3013			1,148	58	1,206	0.251655%
1108	08	2/2	4155, 4156			979	0	979	0.214608%
1109	09B	2/2+Den	4141, 4142			1,150	58	1,208	0.252093%
1110	10A/12A	3/3.5+Den	5061, 5080, 5081		5080	1,589	89	1,678	0.348327%
1111	11B	1/1.5	2058			762	58	820	0.167039%
1113	13B	2/2	5129, 5130			968	129	1,097	0.212197%
1200	00A	2/2	5161, 5162			1,227	184	1,411	0.268973%
1201	01A	2/2.5	3163, 3164			1,156	169	1,325	0.253409%
1202	02A	2/2	4149, 4150			940	0	940	0.206059%
1203	03A	2/2.5+Den	4109, 4110			1,439	90	1,529	0.315446%
1205	05A	1/1.5	4124			764	64	828	0.167478%
1206	06	1/1	5145			618	0	618	0.135473%
1207	07A	2/2.5	3008, 3009			1,148	90	1,238	0.251655%
1208	08	2/2	3149, 3150			979	0	979	0.214608%
1209	09A	2/2+Den	5099, 5100			1,150	90	1,240	0.252093%
1210	10A/12A	3/3.5+Den	5001, 5082, 5083		5082	1,589	89	1,678	0.348327%
1211	11A	1/1.5	5076			762	64	826	0.167039%
1213	13A	2/2	5033, 5034			968	142	1,110	0.212197%
1300	00A	2/2	5180, 5181			1,227	184	1,411	0.268973%
1301	01B	2/2.5	3111, 3112			1,156	127	1,283	0.253409%
1302	02A	2/2	4115, 4116			940	0	940	0.206059%
1303	03B	2/2.5+Den	4174, 4175			1,439	58	1,497	0.315446%
1305	05B	1/1.5	4041			764	58	822	0.167478%
1306	06	1/1	5069			618	0	618	0.135473%
1307	07B	2/2.5	3035, 3036			1,148	58	1,206	0.251655%
1308	08	2/2	3113, 3114			979	0	979	0.214608%
1309	09B	2/2+Den	5071, 5072			1,150	58	1,208	0.252093%
1310	10A/12A	3/3.5+Den	5086, 5087, 5146		5086	1,589	89	1,678	0.348327%
1311	11B	1/1.5	5197			762	58	820	0.167039%
1313	13B	2/2	5135, 5136			968	129	1,097	0.212197%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1400	00A	2/2	5174, 5175			1,227	184	1,411	0.268973%
1401	01A	2/2.5	3186, 3187			1,156	169	1,325	0.253409%
1402	02A	2/2	4151, 4152			940	0	940	0.206059%
1403	03A	2/2.5+Den	4168, 4169			1,439	90	1,529	0.315446%
1405	05A	1/1.5	4073			764	64	828	0.167478%
1406	06	1/1	5070			618	0	618	0.135473%
1407	07A	2/2.5	3125, 3126			1,148	90	1,238	0.251655%
1408	08	2/2	3151, 3152			979	0	979	0.214608%
1409	09A	2/2+Den	5042, 5043			1,150	90	1,240	0.252093%
1410	10A/12A	3/3.5+Den	5068, 5096, 5097		5096	1,589	89	1,678	0.348327%
1411	11A	1/1.5	5132			762	64	826	0.167039%
1413	13A	2/2	5123, 5124			968	142	1,110	0.212197%
1500	00A	2/2	4042, 4043			1,227	184	1,411	0.268973%
1501	01B	2/2.5	3184, 3185			1,156	127	1,283	0.253409%
1502	02A	2/2	4157, 4158			940	0	940	0.206059%
1503	03B	2/2.5+Den	3044, 3045			1,439	58	1,497	0.315446%
1505	05B	1/1.5	4197			764	58	822	0.167478%
1506	06	1/1	5194			618	0	618	0.135473%
1507	07B	2/2.5	3137, 3138			1,148	58	1,206	0.251655%
1508	08	2/2	3155, 3156			979	0	979	0.214608%
1509	09B	2/2+Den	5048, 5049			1,150	58	1,208	0.252093%
1510	10A/12A	3/3.5+Den	5094, 5095, 5192		5094	1,589	89	1,678	0.348327%
1511	11B	1/1.5	5025			762	58	820	0.167039%
1513	13B	2/2	5121, 5122			968	129	1,097	0.212197%
1600	00A	2/2	4044, 4045			1,227	184	1,411	0.268973%
1601	01A	2/2.5	3174, 3175			1,156	169	1,325	0.253409%
1602	02A	2/2	3115, 3116			940	0	940	0.206059%
1603	03A	2/2.5+Den	3103, 3104			1,439	90	1,529	0.315446%
1605	05A	1/1.5	4131			764	64	828	0.167478%
1606	06	1/1	5056			618	0	618	0.135473%
1607	07A	2/2.5	3121, 3122			1,148	90	1,238	0.251655%
1608	08	2/2	2149, 2150			979	0	979	0.214608%
1609	09A	2/2+Den	5101, 5102			1,150	90	1,240	0.252093%
1610	10A/12A	3/3.5+Den	5088, 5089, 5193		5088	1,589	89	1,678	0.348327%
1611	11A	1/1.5	5005			762	64	826	0.167039%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1613	13A	2/2	5141, 5142			968	142	1,110	0.212197%
1700	00A	2/2	4048, 4049			1,227	184	1,411	0.268973%
1701	01B	2/2.5	2003, 2004			1,156	127	1,283	0.253409%
1702	02A	2/2	3153, 3154			940	0	940	0.206059%
1703	03B	2/2.5+Den	3107, 3108			1,439	58	1,497	0.315446%
1705	05B	1/1.5	4005			764	58	822	0.167478%
1706	06	1/1	5200			618	0	618	0.135473%
1707	07B	2/2.5	4074, 4075			1,148	58	1,206	0.251655%
1708	08	2/2	2151, 2152			979	0	979	0.214608%
1709	09B	2/2+Den	5107, 5108			1,150	58	1,208	0.252093%
1710	10A/12A	3/3.5+Den	5092, 5093, 5196		5092	1,589	89	1,678	0.348327%
1711	11B	1/1.5	5039			762	58	820	0.167039%
1713	13B	2/2	4023, 4024			968	129	1,097	0.212197%
1800	00A	2/2	4103, 4104			1,227	184	1,411	0.268973%
1801	01A	2/2.5	2050, 2051			1,156	169	1,325	0.253409%
1802	02A	2/2	3157, 3158			940	0	940	0.206059%
1803	03A	2/2.5+Den	2071, 2072			1,439	90	1,529	0.315446%
1805	05A	1/1.5	4039			764	64	828	0.167478%
1806	06	1/1	5173			618	0	618	0.135473%
1807	07A	2/2.5	5159, 5160			1,148	90	1,238	0.251655%
1808	08	2/2	2155, 2156			979	0	979	0.214608%
1809	09A	2/2+Den	3021, 3022			1,150	90	1,240	0.252093%
1810	10A/12A	3/3.5+Den	5055, 5090, 5091		5090	1,589	89	1,678	0.348327%
1811	11A	1/1.5	5054			762	64	826	0.167039%
1813	13A	2/2	4010, 4011			968	142	1,110	0.212197%
1900	00A	2/2	4190, 4191			1,227	184	1,411	0.268973%
1901	01B	2/2.5	2046, 2047			1,156	127	1,283	0.253409%
1902	02A	2/2	2113, 2114			940	0	940	0.206059%
1903	03B	2/2.5+Den	3161, 3162			1,439	58	1,497	0.315446%
1905	05B	1/1.5	4098			764	58	822	0.167478%
1906	06	1/1	4061			618	0	618	0.135473%
1907	07B	2/2.5	5186, 5187			1,148	58	1,206	0.251655%
1908	08	2/2	2157, 2158			979	0	979	0.214608%
1909	09B	2/2+Den	3031, 3032			1,150	58	1,208	0.252093%
1910	10A/12A	3/3.5+Den	4080, 4081, 5057		4080	1,589	89	1,678	0.348327%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1911	11B	1/1.5	5098			762	58	820	0.167039%
1913	13B	2/2	4129, 4130			968	129	1,097	0.212197%
2000	00A	2/2	2023, 2024			1,227	184	1,411	0.268973%
2001	01A	2/2.5	2048, 2049			1,156	169	1,325	0.253409%
2002	02A	2/2	2115, 2116			940	0	940	0.206059%
2003	03A	2/2.5+Den	3166, 3167			1,439	90	1,529	0.315446%
2005	05A	1/1.5	3196			764	64	828	0.167478%
2006	06	1/1	4145			618	0	618	0.135473%
2007	07A	2/2.5	5119, 5120			1,148	90	1,238	0.251655%
2008	08	2/2	5052, 5053			979	0	979	0.214608%
2009	09A	2/2+Den	3033, 3034			1,150	90	1,240	0.252093%
2010	10A/12A	3/3.5+Den	4082, 4083, 5058		4082	1,589	89	1,678	0.348327%
2011	11A	1/1.5	5189			762	64	826	0.167039%
2013	13A	2/2	4127, 4128			968	142	1,110	0.212197%
2100	00A	2/2	2033, 2034			1,227	184	1,411	0.268973%
2101	01B	2/2.5	2190, 2191			1,156	127	1,283	0.253409%
2102	02A	2/2	4001, 4002			940	0	940	0.206059%
2103	03B	2/2.5+Den	3182, 3183			1,439	58	1,497	0.315446%
2105	05B	1/1.5	3131			764	58	822	0.167478%
2106	06	1/1	4070			618	0	618	0.135473%
2107	07B	2/2.5	4059, 4060			1,148	58	1,206	0.251655%
2108	08	2/2	4026, 4027			979	0	979	0.214608%
2109	09B	2/2+Den	4071, 4072			1,150	58	1,208	0.252093%
2110	10A/12A	3/3.5+Den	4096, 4097, 4146		4096	1,589	89	1,678	0.348327%
2111	11B	1/1.5	4012			762	58	820	0.167039%
2113	13B	2/2	4037, 4038			968	129	1,097	0.212197%
2200	00A	2/2	2035, 2036			1,227	184	1,411	0.268973%
2201	01A	2/2.5	2107, 2108			1,156	169	1,325	0.253409%
2202	02A	2/2	4014, 4015			940	0	940	0.206059%
2203	03A	2/2.5+Den	2042, 2043			1,439	90	1,529	0.315446%
2205	05A	1/1.5	3005			764	64	828	0.167478%
2206	06	1/1	4192			618	0	618	0.135473%
2207	07A	2/2.5	4107, 4108			1,148	90	1,238	0.251655%
2208	08	2/2	4057, 4058			979	0	979	0.214608%
2209	09A	2/2+Den	5111, 5112			1,150	90	1,240	0.252093%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2210	10A/12A	3/3.5+Den	4069, 4094, 4095		4094	1,589	89	1,678	0.348327%
2211	11A	1/1.5	4013			762	64	826	0.167039%
2213	13A	2/2	4139, 4140			968	142	1,110	0.212197%
2300	00A	2/2	2037, 2038			1,227	184	1,411	0.268973%
2301	01B	2/2.5	4170, 4171			1,156	127	1,283	0.253409%
2302	02A	2/2	4017, 4018			940	0	940	0.206059%
2303	03B	2/2.5+Den	2044, 2045			1,439	58	1,497	0.315446%
2305	05B	1/1.5	3039			764	58	822	0.167478%
2306	06	1/1	4193			618	0	618	0.135473%
2307	07B	2/2.5	2021, 2022			1,148	58	1,206	0.251655%
2308	08	2/2	4052, 4053			979	0	979	0.214608%
2309	09B	2/2+Den	5178, 5179			1,150	58	1,208	0.252093%
2310	10A/12A	3/3.5+Den	4068, 4088, 4089		4088	1,589	89	1,678	0.348327%
2311	11B	1/1.5	4009			762	58	820	0.167039%
2313	13B	2/2	5074, 5075			968	129	1,097	0.212197%
2400	00A	2/2	2121, 2122			1,227	184	1,411	0.268973%
2401	01A	2/2.5	4173, 4215			1,156	169	1,325	0.253409%
2402	02A	2/2	4029, 4030			940	0	940	0.206059%
2403	03A	2/2.5+Den	2059, 2060			1,439	90	1,529	0.315446%
2405	05A	1/1.5	3054			764	64	828	0.167478%
2406	06	1/1	4199			618	0	618	0.135473%
2407	07A	2/2.5	2031, 2032			1,148	90	1,238	0.251655%
2408	08	2/2	3014, 3015			979	0	979	0.214608%
2409	09A	2/2+Den	5176, 5177			1,150	90	1,240	0.252093%
2410	10A	1/1	4194			557	0	557	0.122101%
2411	11A	1/1.5	4034			762	64	826	0.167039%
2412	12A	2/2+Den	4092, 4093		4092	1,007	89	1,096	0.220746%
2413	13A	2/2	5003, 5004			968	142	1,110	0.212197%
2500	00A	2/2	4161, 4162			1,227	184	1,411	0.268973%
2501	01B	2/2.5	4147, 4148			1,156	127	1,283	0.253409%
2502	02A	2/2	4055, 4056			940	0	940	0.206059%
2503	03B	2/2.5+Den	2101, 2102			1,439	58	1,497	0.315446%
2505	05B	1/1.5	3098			764	58	822	0.167478%
2506	06	1/1	3145			618	0	618	0.135473%
2507	07B	2/2.5	2008, 2009			1,148	58	1,206	0.251655%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2508	08	2/2	3026, 3027			979	0	979	0.214608%
2509	09B	2/2+Den	4003, 4004			1,150	58	1,208	0.252093%
2510	10A	1/1	4200			557	0	557	0.122101%
2511	11B	1/1.5	4036			762	58	820	0.167039%
2512	12A	2/2+Den	4090, 4091		4090	1,007	89	1,096	0.220746%
2513	13B	2/2	5046, 5047			968	129	1,097	0.212197%
2600	00A	2/2	4180, 4181			1,227	184	1,411	0.268973%
2601	01A	2/2.5	2163, 2164			1,156	169	1,325	0.253409%
2602	02A	2/2	3001, 3002			940	0	940	0.206059%
2603	03A	2/2.5+Den	2105, 2106			1,439	90	1,529	0.315446%
2605	05A	1/1.5	2196			764	64	828	0.167478%
2606	06	1/1	3069			618	0	618	0.135473%
2607	07A	2/2.5	2133, 2134			1,148	90	1,238	0.251655%
2608	08	2/2	3055, 3056			979	0	979	0.214608%
2609	09A	2/2+Den	4050, 4051			1,150	90	1,240	0.252093%
2610	10A	1/1	3061			557	0	557	0.122101%
2611	11A	1/1.5	4006			762	64	826	0.167039%
2612	12A	2/2+Den	3080, 3081		3080	1,007	89	1,096	0.220746%
2613	13A	2/2	5103, 5104			968	142	1,110	0.212197%
2700	00A	2/2	4119, 4120			1,227	184	1,411	0.268973%
2701	01B	2/2.5	2166, 2167			1,156	127	1,283	0.253409%
2702	02A	2/2	3017, 3018			940	0	940	0.206059%
2703	03B	2/2.5+Den	4117, 4118			1,439	58	1,497	0.315446%
2705	05B	1/1.5	2073			764	58	822	0.167478%
2706	06	1/1	3070			618	0	618	0.135473%
2707	07B	2/2.5	2135, 2136			1,148	58	1,206	0.251655%
2708	08	2/2	2017, 2018			979	0	979	0.214608%
2709	09B	2/2+Den	4046, 4047			1,150	58	1,208	0.252093%
2710	10A	1/1	3146			557	0	557	0.122101%
2711	11B	1/1.5	4040			762	58	820	0.167039%
2712	12A	2/2+Den	3082, 3083		3082	1,007	89	1,096	0.220746%
2713	13B	2/2	5105, 5106			968	129	1,097	0.212197%
2800	00A	2/2	4182, 4183			1,227	184	1,411	0.268973%
2801	01A	2/2.5	2111, 2112			1,156	169	1,325	0.253409%
2802	02A	2/2	3029, 3030			940	0	940	0.206059%
2803	03A	2/2.5+Den	4143, 4144			1,439	90	1,529	0.315446%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2805	05A	1/1.5	2076			764	64	828	0.167478%
2806	06	1/1	3193			618	0	618	0.135473%
2807	07A	2/2.5	2137, 2138			1,148	90	1,238	0.251655%
2808	08	2/2	2052, 2053			979	0	979	0.214608%
2809	09A	2/2+Den	4101, 4102			1,150	90	1,240	0.252093%
2810	10A	1/1	3068			557	0	557	0.122101%
2811	11A	1/1.5	4196			762	64	826	0.167039%
2812	12A	2/2+Den	3086, 3087		3086	1,007	89	1,096	0.220746%
2813	13A	2/2	3023, 3024			968	142	1,110	0.212197%
2900	00A	2/2	3050, 3051			1,227	184	1,411	0.268973%
2901	01B	2/2.5	2186, 2187			1,156	127	1,283	0.253409%
2902	02A	2/2	3052, 3053			940	0	940	0.206059%
2903	03B	2/2.5+Den	2161, 2162			1,439	58	1,497	0.315446%
2905	05B	1/1.5	2197			764	58	822	0.167478%
2906	06	1/1	3199			618	0	618	0.135473%
2907	07B	2/2.5	2040, 2041			1,148	58	1,206	0.251655%
2908	08	2/2	5023, 5024			979	0	979	0.214608%
2909	09B	2/2+Den	2019, 2020			1,150	58	1,208	0.252093%
2910	10A	1/1	3192			557	0	557	0.122101%
2911	11B	1/1.5	4076			762	58	820	0.167039%
2912	12A	2/2+Den	3096, 3097		3096	1,007	89	1,096	0.220746%
2913	13B	2/2	3010, 3011			968	129	1,097	0.212197%
3000	00A	2/2	3101, 3102			1,227	184	1,411	0.268973%
3001	01A	2/2.5	2109, 2110			1,156	169	1,325	0.253409%
3002	02A	2/2	2026, 2027			940	0	940	0.206059%
3003	03A	2/2.5+Den	2159, 2160			1,439	90	1,529	0.315446%
3005	05A	1/1.5	2132			764	64	828	0.167478%
3006	06	1/1	2061			618	0	618	0.135473%
3007	07A	2/2.5	3071, 3072			1,148	90	1,238	0.251655%
3008	08	2/2	5012, 5013			979	0	979	0.214608%
3009	09A	2/2+Den	2012, 2013			1,150	90	1,240	0.252093%
3010	10A	1/1	3200			557	0	557	0.122101%
3011	11A	1/1.5	4132			762	64	826	0.167039%
3012	12A	2/2+Den	3094, 3095		3094	1,007	89	1,096	0.220746%
3013	13A	2/2	3133, 3134			968	142	1,110	0.212197%
3100	00A	2/2	3190, 3191			1,227	184	1,411	0.268973%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3101	01B	2/2.5	2178, 2179			1,156	127	1,283	0.253409%
3102	02A	2/2	2055, 2056			940	0	940	0.206059%
3103	03B	2/2.5+Den	2180, 2181			1,439	58	1,497	0.315446%
3105	05B	1/1.5	2131			764	58	822	0.167478%
3106	06	1/1	2146			618	0	618	0.135473%
3107	07B	2/2.5	4166, 4167			1,148	58	1,206	0.251655%
3108	08	2/2	5008, 5009			979	0	979	0.214608%
3109	09B	2/2+Den	2010, 2011			1,150	58	1,208	0.252093%
3110	10A	1/1	2145			557	0	557	0.122101%
3111	11B	1/1.5	4025			762	58	820	0.167039%
3112	12A	2/2+Den	3088, 3089		3088	1,007	89	1,096	0.220746%
3113	13B	2/2	3135, 3136			968	129	1,097	0.212197%
3200	00A	2/2	2099, 2100			1,227	184	1,411	0.268973%
3201	01A	2/2.5	2174, 2175			1,156	169	1,325	0.253409%
3202	02A	2/2	5021, 5022			940	0	940	0.206059%
3203	03A	2/2.5+Den	2184, 2185			1,439	90	1,529	0.315446%
3205	05A	1/1.5	2025			764	64	828	0.167478%
3206	06	1/1	2068			618	0	618	0.135473%
3207	07A	2/2.5	4184, 4185			1,148	90	1,238	0.251655%
3208	08	2/2	5127, 5128			979	0	979	0.214608%
3209	09A	2/2+Den	2129, 2130			1,150	90	1,240	0.252093%
3210	10A	1/1	2069			557	0	557	0.122101%
3211	11A	1/1.5	4054			762	64	826	0.167039%
3212	12A	2/2+Den	3092, 3093		3092	1,007	89	1,096	0.220746%
3213	13A	2/2	3037, 3038			968	142	1,110	0.212197%
3300	00A	2/2	5143, 5144			1,227	184	1,411	0.268973%
3301	01B	2/2.5	2182, 2183			1,156	127	1,283	0.253409%
3302	02A	2/2	5010, 5011			940	0	940	0.206059%
3303	03B	2/2.5+Den	2119, 2120			1,439	58	1,497	0.315446%
3305	05B	1/1.5	2005			764	58	822	0.167478%
3306	06	1/1	2192			618	0	618	0.135473%
3307	07B	2/2.5	4178, 4179			1,148	58	1,206	0.251655%
3308	08	2/2	5006, 5007			979	0	979	0.214608%
3309	09B	2/2+Den	2127, 2128			1,150	58	1,208	0.252093%
3310	10A	1/1	2070			557	0	557	0.122101%
3311	11B	1/1.5	4189			762	58	820	0.167039%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3312	12A	2/2+Den	3090, 3091		3090	1,007	89	1,096	0.220746%
3313	13B	2/2	3123, 3124			968	129	1,097	0.212197%
3401	00A/01A	3/3.5	3117, 3118, 3159, 3160			2,482	355	2,837	0.544083%
3402	02A	2/2	5133, 5134			940	0	940	0.206059%
3403	03A	2/2.5+Den	2176, 2177			1,439	90	1,529	0.315446%
3405	05A	1/1.5	2039			764	64	828	0.167478%
3406	06	1/1	2200			618	0	618	0.135473%
3407	07A	2/2.5	4176, 4177			1,148	90	1,238	0.251655%
3408	08	2/2	5137, 5138			979	0	979	0.214608%
3409	09A	2/2+Den	2006, 2007			1,150	90	1,240	0.252093%
3410	10A	1/1	2193			557	0	557	0.122101%
3411	11A	1/1.5	3073			762	64	826	0.167039%
3412	12A	2/2+Den	2080, 2081		2080	1,007	89	1,096	0.220746%
3413	13A	2/2	3040, 3041			968	142	1,110	0.212197%
3501	00A/01B	3/3.5	3173, 3180, 3181, 3215			2,482	313	2,795	0.544083%
3502	02A	2/2	5035, 5036			940	0	940	0.206059%
3503	03B	2/2.5+Den	2168, 2169			1,439	58	1,497	0.315446%
3505	05B	1/1.5	2054			764	58	822	0.167478%
3506	06	1/1	5073			618	0	618	0.135473%
3507	07B	2/2.5	3003, 3004			1,148	58	1,206	0.251655%
3508	08	2/2	5139, 5140			979	0	979	0.214608%
3509	09B	2/2+Den	2139, 2140			1,150	58	1,208	0.252093%
3510	10A	1/1	2199			557	0	557	0.122101%
3511	11B	1/1.5	3076			762	58	820	0.167039%
3512	12A	2/2+Den	2082, 2083		2082	1,007	89	1,096	0.220746%
3513	13B	2/2	4099, 4100			968	129	1,097	0.212197%
3601	00A/01A	3/3.5	3109, 3110, 3147, 3148			2,482	355	2,837	0.544083%
3602	02A	2/2	5037, 5038			940	0	940	0.206059%
3603	03A	2/2.5+Den	3170, 3171			1,439	90	1,529	0.315446%
3605	05A	1/1.5	4111			764	64	828	0.167478%
3606	06	1/1	4165			618	0	618	0.135473%
3607	07A	2/2.5	3048, 3049			1,148	90	1,238	0.251655%
3608	08	2/2	4019, 4020			979	0	979	0.214608%
3609	09A	2/2+Den	3074, 3075			1,150	90	1,240	0.252093%
3610	10A	1/1	5188			557	0	557	0.122101%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3611	11A	1/1.5	3197			762	64	826	0.167039%
3612	12A	2/2+Den	2086, 2087		2086	1,007	89	1,096	0.220746%
3613	13A	2/2	5166, 5167			968	142	1,110	0.212197%
3701	00A/01B	3/3.5	2170, 2171, 3119, 3120			2,482	313	2,795	0.544083%
3702	02A	2/2	5040, 5041			940	0	940	0.206059%
3703	03B	2/2.5+Den	3143, 3144			1,439	58	1,497	0.315446%
3705	05B	1/1.5	4112			764	58	822	0.167478%
3706	06	1/1	3194			618	0	618	0.135473%
3707	07B	2/2.5	3105, 3106			1,148	58	1,206	0.251655%
3708	08	2/2	4031, 4032			979	0	979	0.214608%
3709	09B	2/2+Den	4163, 4164			1,150	58	1,208	0.252093%
3710	10A	1/1	4188			557	0	557	0.122101%
3711	11B	1/1.5	3132			762	58	820	0.167039%
3712	12A	2/2+Den	2096, 2097		2096	1,007	89	1,096	0.220746%
3713	13B	2/2	5184, 5185			968	129	1,097	0.212197%
3801	00A/01A	3/3.5	2173, 2215, 3168, 3169			2,482	355	2,837	0.544083%
3802	02A	2/2	4021, 4022			940	0	940	0.206059%
3803	03A	2/2.5+Den	2117, 2118			1,439	90	1,529	0.315446%
3805	05A	1/1.5	2098			764	64	828	0.167478%
3806	06	1/1	3057			618	0	618	0.135473%
3807	07A	2/2.5	5170, 5171			1,148	90	1,238	0.251655%
3808	08	2/2	4133, 4134			979	0	979	0.214608%
3809	09A	2/2+Den	4186, 4187			1,150	90	1,240	0.252093%
3810	10A	1/1	3165			557	0	557	0.122101%
3811	11A	1/1.5	3025			762	64	826	0.167039%
3812	12A	2/2+Den	2088, 2089		2088	1,007	89	1,096	0.220746%
3813	13A	2/2	5182, 5183			968	142	1,110	0.212197%
3901	00A/01A	3/3.5	2103, 2104, 2143, 2144			2,482	355	2,837	0.544083%
3902	02A/06	3/3	2094, 2095, 2194		2094	1,569	0	1,569	0.343943%
3903	03A	2/2.5+Den	2147, 2148			1,439	90	1,529	0.315446%
3905	05A	1/1.5	2189			764	64	828	0.167478%
3907	07A	2/2.5	3178, 3179			1,148	90	1,238	0.251655%
3908	08	2/2	2092, 2093		2092	979	0	979	0.214608%
3909	09A	2/2+Den	3046, 3047			1,150	90	1,240	0.252093%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Storage Room(s)	Approx. Net Living Area (sq. ft.)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3910	10A/12A	3/3.5+Den	2090, 2091, 2165		2090	1,589	89	1,678	0.348327%
3911	11A	1/1.5	3189			762	64	826	0.167039%
3913	13A	2/2	4105, 4106			968	142	1,110	0.212197%
CU						3,118	0	3,118	0.683502%
Total						456,180			100.000000%

*Resident Manager Unit

A. RESIDENTIAL UNIT CLASS COMMON INTEREST

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
181	944	0.208360%
182	944	0.208360%
183	944	0.208360%
184	944	0.208360%
185	944	0.208360%
186	944	0.208360%
287	463	0.102194%
288	500	0.110360%
289	463	0.102194%
290	500	0.110360%
291	463	0.102194%
292	500	0.110360%
293	463	0.102194%
294	500	0.110360%
295	495	0.109257%
296	392	0.086522%
387	463	0.102194%
388	500	0.110360%
389	463	0.102194%
390	500	0.110360%
391	463	0.102194%
392	500	0.110360%
393	463	0.102194%
394	500	0.110360%
395	495	0.109257%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
396	392	0.086522%
487	463	0.102194%
488	500	0.110360%
489	463	0.102194%
490	500	0.110360%
491	463	0.102194%
492	500	0.110360%
493	463	0.102194%
494	500	0.110360%
495	495	0.109257%
496	392	0.086522%
587	463	0.102194%
588	500	0.110360%
589	463	0.102194%
590	500	0.110360%
591	463	0.102194%
592	500	0.110360%
593	463	0.102194%
594	500	0.110360%
595	495	0.109257%
596	392	0.086522%
600	1,227	0.270824%
601	1,156	0.255153%
602	940	0.207477%
609	1,150	0.253828%
610	1,589	0.350725%
611	762	0.168189%
613	968	0.213674%
700	1,227	0.270824%
701	1,156	0.255153%
702	940	0.207477%
703	1,439	0.317617%
705	764	0.168630%
706	618	0.136405%
707	1,148	0.253387%
708	979	0.216085%
709	1,150	0.253828%
710	1,589	0.350725%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
711	762	0.168189%
713	968	0.213657%
800	1,227	0.270824%
801	1,156	0.255153%
802	940	0.207477%
803	1,439	0.317617%
805	764	0.168630%
806	618	0.136405%
807	1,148	0.253387%
808	979	0.216085%
809	1,150	0.253828%
810	1,589	0.350725%
811	762	0.168189%
813	968	0.213657%
900	1,227	0.270824%
901	1,156	0.255153%
902	940	0.207477%
903	1,439	0.317617%
905	764	0.168630%
906	618	0.136405%
907	1,148	0.253387%
908	979	0.216085%
909	1,150	0.253828%
910	1,589	0.350725%
911	762	0.168189%
913	968	0.213657%
1000	1,227	0.270824%
1001	1,156	0.255153%
1002	940	0.207477%
1003	1,439	0.317617%
1005	764	0.168630%
1006	618	0.136405%
1007	1,148	0.253387%
1008	979	0.216085%
1009	1,150	0.253828%
1010	1,589	0.350725%
1011	762	0.168189%
1013	968	0.213657%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1100	1,227	0.270824%
1101	1,156	0.255153%
1102	940	0.207477%
1103	1,439	0.317617%
1105	764	0.168630%
1106	618	0.136405%
1107	1,148	0.253387%
1108	979	0.216085%
1109	1,150	0.253828%
1110	1,589	0.350725%
1111	762	0.168189%
1113	968	0.213657%
1200	1,227	0.270824%
1201	1,156	0.255153%
1202	940	0.207477%
1203	1,439	0.317617%
1205	764	0.168630%
1206	618	0.136405%
1207	1,148	0.253387%
1208	979	0.216085%
1209	1,150	0.253828%
1210	1,589	0.350725%
1211	762	0.168189%
1213	968	0.213657%
1300	1,227	0.270824%
1301	1,156	0.255153%
1302	940	0.207477%
1303	1,439	0.317617%
1305	764	0.168630%
1306	618	0.136405%
1307	1,148	0.253387%
1308	979	0.216085%
1309	1,150	0.253828%
1310	1,589	0.350725%
1311	762	0.168189%
1313	968	0.213657%
1400	1,227	0.270824%
1401	1,156	0.255153%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1402	940	0.207477%
1403	1,439	0.317617%
1405	764	0.168630%
1406	618	0.136405%
1407	1,148	0.253387%
1408	979	0.216085%
1409	1,150	0.253828%
1410	1,589	0.350725%
1411	762	0.168189%
1413	968	0.213657%
1500	1,227	0.270824%
1501	1,156	0.255153%
1502	940	0.207477%
1503	1,439	0.317617%
1505	764	0.168630%
1506	618	0.136405%
1507	1,148	0.253387%
1508	979	0.216085%
1509	1,150	0.253828%
1510	1,589	0.350725%
1511	762	0.168189%
1513	968	0.213657%
1600	1,227	0.270824%
1601	1,156	0.255153%
1602	940	0.207477%
1603	1,439	0.317617%
1605	764	0.168630%
1606	618	0.136405%
1607	1,148	0.253387%
1608	979	0.216085%
1609	1,150	0.253828%
1610	1,589	0.350725%
1611	762	0.168189%
1613	968	0.213657%
1700	1,227	0.270824%
1701	1,156	0.255153%
1702	940	0.207477%
1703	1,439	0.317617%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1705	764	0.168630%
1706	618	0.136405%
1707	1,148	0.253387%
1708	979	0.216085%
1709	1,150	0.253828%
1710	1,589	0.350725%
1711	762	0.168189%
1713	968	0.213657%
1800	1,227	0.270824%
1801	1,156	0.255153%
1802	940	0.207477%
1803	1,439	0.317617%
1805	764	0.168630%
1806	618	0.136405%
1807	1,148	0.253387%
1808	979	0.216085%
1809	1,150	0.253828%
1810	1,589	0.350725%
1811	762	0.168189%
1813	968	0.213657%
1900	1,227	0.270824%
1901	1,156	0.255153%
1902	940	0.207477%
1903	1,439	0.317617%
1905	764	0.168630%
1906	618	0.136405%
1907	1,148	0.253387%
1908	979	0.216085%
1909	1,150	0.253828%
1910	1,589	0.350725%
1911	762	0.168189%
1913	968	0.213657%
2000	1,227	0.270824%
2001	1,156	0.255153%
2002	940	0.207477%
2003	1,439	0.317617%
2005	764	0.168630%
2006	618	0.136405%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2007	1,148	0.253387%
2008	979	0.216085%
2009	1,150	0.253828%
2010	1,589	0.350725%
2011	762	0.168189%
2013	968	0.213657%
2100	1,227	0.270824%
2101	1,156	0.255153%
2102	940	0.207477%
2103	1,439	0.317617%
2105	764	0.168630%
2106	618	0.136405%
2107	1,148	0.253387%
2108	979	0.216085%
2109	1,150	0.253828%
2110	1,589	0.350725%
2111	762	0.168189%
2113	968	0.213657%
2200	1,227	0.270824%
2201	1,156	0.255153%
2202	940	0.207477%
2203	1,439	0.317617%
2205	764	0.168630%
2206	618	0.136405%
2207	1,148	0.253387%
2208	979	0.216085%
2209	1,150	0.253828%
2210	1,589	0.350725%
2211	762	0.168189%
2213	968	0.213657%
2300	1,227	0.270824%
2301	1,156	0.255153%
2302	940	0.207477%
2303	1,439	0.317617%
2305	764	0.168630%
2306	618	0.136405%
2307	1,148	0.253387%
2308	979	0.216085%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2309	1,150	0.253828%
2310	1,589	0.350725%
2311	762	0.168189%
2313	968	0.213657%
2400	1,227	0.270824%
2401	1,156	0.255153%
2402	940	0.207477%
2403	1,439	0.317617%
2405	764	0.168630%
2406	618	0.136405%
2407	1,148	0.253387%
2408	979	0.216085%
2409	1,150	0.253828%
2410	557	0.122941%
2411	762	0.168189%
2412	1,007	0.222265%
2413	968	0.213657%
2500	1,227	0.270824%
2501	1,156	0.255153%
2502	940	0.207477%
2503	1,439	0.317617%
2505	764	0.168630%
2506	618	0.136405%
2507	1,148	0.253387%
2508	979	0.216085%
2509	1,150	0.253828%
2510	557	0.122941%
2511	762	0.168189%
2512	1,007	0.222265%
2513	968	0.213657%
2600	1,227	0.270824%
2601	1,156	0.255153%
2602	940	0.207477%
2603	1,439	0.317617%
2605	764	0.168630%
2606	618	0.136405%
2607	1,148	0.253387%
2608	979	0.216085%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2609	1,150	0.253828%
2610	557	0.122941%
2611	762	0.168189%
2612	1,007	0.222265%
2613	968	0.213657%
2700	1,227	0.270824%
2701	1,156	0.255153%
2702	940	0.207477%
2703	1,439	0.317617%
2705	764	0.168630%
2706	618	0.136405%
2707	1,148	0.253387%
2708	979	0.216085%
2709	1,150	0.253828%
2710	557	0.122941%
2711	762	0.168189%
2712	1,007	0.222265%
2713	968	0.213657%
2800	1,227	0.270824%
2801	1,156	0.255153%
2802	940	0.207477%
2803	1,439	0.317617%
2805	764	0.168630%
2806	618	0.136405%
2807	1,148	0.253387%
2808	979	0.216085%
2809	1,150	0.253828%
2810	557	0.122941%
2811	762	0.168189%
2812	1,007	0.222265%
2813	968	0.213657%
2900	1,227	0.270824%
2901	1,156	0.255153%
2902	940	0.207477%
2903	1,439	0.317617%
2905	764	0.168630%
2906	618	0.136405%
2907	1,148	0.253387%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2908	979	0.216085%
2909	1,150	0.253828%
2910	557	0.122941%
2911	762	0.168189%
2912	1,007	0.222265%
2913	968	0.213657%
3000	1,227	0.270824%
3001	1,156	0.255153%
3002	940	0.207477%
3003	1,439	0.317617%
3005	764	0.168630%
3006	618	0.136405%
3007	1,148	0.253387%
3008	979	0.216085%
3009	1,150	0.253828%
3010	557	0.122941%
3011	762	0.168189%
3012	1,007	0.222265%
3013	968	0.213657%
3100	1,227	0.270824%
3101	1,156	0.255153%
3102	940	0.207477%
3103	1,439	0.317617%
3105	764	0.168630%
3106	618	0.136405%
3107	1,148	0.253387%
3108	979	0.216085%
3109	1,150	0.253828%
3110	557	0.122941%
3111	762	0.168189%
3112	1,007	0.222265%
3113	968	0.213657%
3200	1,227	0.270824%
3201	1,156	0.255153%
3202	940	0.207477%
3203	1,439	0.317617%
3205	764	0.168630%
3206	618	0.136405%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3207	1,148	0.253387%
3208	979	0.216085%
3209	1,150	0.253828%
3210	557	0.122941%
3211	762	0.168189%
3212	1,007	0.222265%
3213	968	0.213657%
3300	1,227	0.270824%
3301	1,156	0.255153%
3302	940	0.207477%
3303	1,439	0.317617%
3305	764	0.168630%
3306	618	0.136405%
3307	1,148	0.253387%
3308	979	0.216085%
3309	1,150	0.253828%
3310	557	0.122941%
3311	762	0.168189%
3312	1,007	0.222265%
3313	968	0.213657%
3401	2,482	0.547828%
3402	940	0.207477%
3403	1,439	0.317617%
3405	764	0.168630%
3406	618	0.136405%
3407	1,148	0.253387%
3408	979	0.216085%
3409	1,150	0.253828%
3410	557	0.122941%
3411	762	0.168189%
3412	1,007	0.222265%
3413	968	0.213657%
3501	2,482	0.547828%
3502	940	0.207477%
3503	1,439	0.317617%
3505	764	0.168630%
3506	618	0.136405%
3507	1,148	0.253387%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3508	979	0.216085%
3509	1,150	0.253828%
3510	557	0.122941%
3511	762	0.168189%
3512	1,007	0.222265%
3513	968	0.213657%
3601	2,482	0.547828%
3602	940	0.207477%
3603	1,439	0.317617%
3605	764	0.168630%
3606	618	0.136405%
3607	1,148	0.253387%
3608	979	0.216085%
3609	1,150	0.253828%
3610	557	0.122941%
3611	762	0.168189%
3612	1,007	0.222265%
3613	968	0.213657%
3701	2,482	0.547828%
3702	940	0.207477%
3703	1,439	0.317617%
3705	764	0.168630%
3706	618	0.136405%
3707	1,148	0.253387%
3708	979	0.216085%
3709	1,150	0.253828%
3710	557	0.122941%
3711	762	0.168189%
3712	1,007	0.222265%
3713	968	0.213657%
3801	2,482	0.547828%
3802	940	0.207477%
3803	1,439	0.317617%
3805	764	0.168630%
3806	618	0.136405%
3807	1,148	0.253387%
3808	979	0.216085%
3809	1,150	0.253828%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3810	557	0.122941%
3811	762	0.168189%
3812	1,007	0.222265%
3813	968	0.213657%
3901	2,482	0.547828%
3902	1,569	0.346310%
3903	1,439	0.317617%
3905	764	0.168630%
3907	1,148	0.253387%
3908	979	0.216085%
3909	1,150	0.253828%
3910	1,589	0.350725%
3911	762	0.168189%
3913	968	0.213657%
Total	453,062	100.0000000%

B. COMMERCIAL UNIT CLASS COMMON INTEREST

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
CU	3,118	100.000000%
Total	3,118	100.000000%

A. **LAYOUT AND FLOOR PLANS OF UNITS.** Each Residential Unit has the number of bedrooms and bathrooms noted above. The layouts and floor plans of each Unit are depicted on the Condominium Map. None of the Units have a basement.

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

C. **COMMON INTEREST.** The Common Interest for each of the four hundred fifty-eight (458) Units (including the Commercial Unit and the Residential Units) in the Project is calculated by dividing the approximate net living area of the Unit by the total net living area of all the Units in the Project. In order to permit the Common Interest to equal one hundred percent (100%), the Common Interest attributable to Unit 613 was increased by 0.000007%.

D. **COMMERCIAL UNIT CLASS COMMON INTEREST AND RESIDENTIAL UNIT CLASS COMMON INTEREST.** The Commercial Unit Class Common Interest is calculated by dividing the approximate net living area of the Commercial Unit by the total approximate net living area of all Commercial Units in the Project. The Residential Unit Class Common Interest is calculated by dividing the approximate net living area of the Residential Unit by the total net

living area of all Residential Units in the Project. In order to permit the Residential Unit Class Common Interest to equal one hundred percent (100%), the Residential Unit Class Common Interest attributable to Unit 613 was increased by 0.000017%.

E. **PARKING STALLS, STORAGE LOCKERS, AND STORAGE ROOMS.** The Condominium Map depicts the location, type, and number of parking stalls, storage lockers, and storage rooms in the Project. Numbered parking stalls, storage lockers, and storage rooms designated on the Condominium Map as "Residential Unit Limited Common Elements" not otherwise identified above as a Limited Common Element to a specific Unit are Limited Common Elements appurtenant to Unit 709 (Resident Manager Unit). Developer has the reserved right to redesignate and reassign parking stalls, storage lockers, and storage rooms currently designated as Limited Common Elements appurtenant to Unit 709 (Resident Manager Unit), to other Residential Units in the Project as Limited Common Elements appurtenant to such Residential Units.

END OF EXHIBIT "B"

SECTION III

First Amendment to Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana 6.25.2024

4 AM

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
June 25, 2024 8:01 AM
Doc No(s) A - 89420320

/s/ LESLIE T KOBATA
REGISTRAR

Pkg 12390246 OFC

LAND COURT SYSTEM | REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL ( ) PICK-UP (X)

RSS

Imanaka Asato LLLC
745 Fort Street, 17th Floor
Honolulu, Hawaii 96813
(808) 521-9500 (OTI)

TGA 731147961B-S

Tax Map Key Nos. (1) 2-1-056: 017 (CPR Nos. 0001 thru 0458)

Total Pages: 4

FIRST AMENDMENT TO BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF ĀLIA AT 888 ALA MOANA

THIS FIRST AMENDMENT TO BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF ĀLIA AT 888 ALA MOANA is made this 23rd day of May, 2024, by **888 ALIA OWNER, L.P.**, a Delaware limited partnership ("**Developer**"), with its principal place of business and post office address at c/o 888 Ālia LLC, 1288 Ala Moana Boulevard, Suite 201, Honolulu, Hawaii 96814.

W I T N E S S E T H:

WHEREAS, by way of that certain Declaration of Condominium Property Regime of Ālia at 888 Ala Moana dated November 15, 2022 and recorded at the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-83600884 (the "**Declaration**"), 888 Ālia LLC, a Delaware limited liability company ("**Original Developer**") and Landowner, as defined in the Declaration, submitted that certain property located at Kaakaukukui, Kaka'ako, Honolulu, City and County of Honolulu, State of Hawaii, and more particularly described in Exhibit "A" to the Declaration, plus all improvements thereon, to a condominium property regime known as "Ālia at 888 Ala Moana" (the "**Project**"); and

WHEREAS, Original Developer filed the Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana dated November 15, 2022, and recorded at the Bureau as Document No. A-83600886 (the "**Bylaws**"); and

WHEREAS, pursuant to Article IX, Section 3.B of the Bylaws, Developer has the right to amend the Bylaws as set forth in the Declaration; and

WHEREAS, pursuant to Article XXXVII of the Declaration, the rights reserved to Original Developer are freely assignable; and

WHEREAS, Article XXXVII further provides that every Owner of a Unit in the Project and all holders of liens affecting any of the Units and each and every other party acquiring an interest in the Project, to the extent designated by Original Developer, agrees to recognize any assignee as the developer under the Declaration and appoints Original Developer and its assigns his or her attorney-in-fact with full power of substitution to execute, deliver, and record such documents and instruments as may be necessary or convenient to effect the same; and

WHEREAS, pursuant to that certain Assignment of Developer's Reserved Rights dated May 23, 2024, recorded at the Bureau as Document No. Doc A 89420318 ___, Original Developer transferred, assigned, and conveyed to Developer, all of Original Developer's rights, as developer under the Declaration as if Developer were the original party to the Declaration; and

WHEREAS, Developer wishes to amend the Bylaws to note the change in developer;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Bylaws as follows:

1. References to "Developer" in the Bylaws shall mean and refer to 888 Alia Owner, L.P., a Delaware limited partnership, and shall also include any of its permitted successors and assigns as appropriate in context.

2. In all other respects, said Bylaws shall remain unchanged and in full force and effect.

3. Capitalized terms used herein, unless otherwise noted, shall have the meanings set forth in the Declaration or the Bylaws, as amended and as applicable.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has executed these presents on the date first above written.

888 ALIA OWNER, L.P., a Delaware limited partnership

By: 888 Ālia LLC, a Delaware limited liability company
Its authorized agent

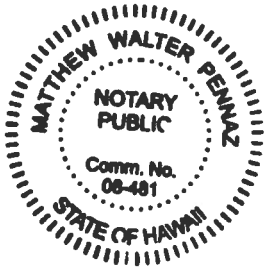
By: _____
Name: Alana Kobayashi Pakkala
Its: President

"Developer"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | SS:

On this 10th day of April, 2024, before me appeared Alana Kobayashi Pakkala, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Print Name: Matthew Walter Pennaz
Notary Public, in and for said State

My commission expires: 10/12/2024

NOTARY CERTIFICATION STATEMENT

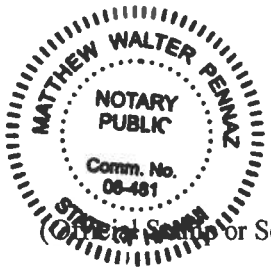
Document Identification or Description: FIRST AMENDMENT TO BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF ĀLIA AT 888 ALA MOANA

Document Date: 5/23/2024 ~~or Undated at time of notarization~~.

No. of Pages: 36 Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

4/10/24
Date of Notarization and Certification Statement



(Official Stamp or Seal)

Matthew Walter Pennaz
Printed Name of Notary

My commission expires: 10/12/2024

Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana 11.21.2022

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
BUREAU OF CONVEYANCES
DOCUMENT NO. Doc A - 83600886-87
DATE - TIME November 21, 2022 1:05 PM

LAND COURT SYSTEM | REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL ( ) PICK-UP (X)

Imanaka Asato, LLLC
745 Fort Street, 17th Floor
Honolulu, Hawaii 96813
(808) 521-9500 (OTI)

Tax Map Key Nos. (1) 2-1-056: 014, 015, 016

Total Pages: 44

BYLAWS OF THE ASSOCIATION

OF UNIT OWNERS OF

ĀLIA AT 888 ALA MOANA

TABLE OF CONTENTS

ARTICLE I INTRODUCTORY PROVISIONS 2
SECTION 1. AUTHORITY FOR BYLAWS 2
SECTION 2. PURPOSE OF BYLAWS; COVENANTS TO RUN WITH THE LAND 2
SECTION 3. DEFINITIONS 2
SECTION 4. CONFLICTS 2
SECTION 5. BINDING EFFECT OF BYLAWS ON OWNERS, MORTGAGEES, AND LESSEES 2
ARTICLE II ASSOCIATION OF OWNERS 3
SECTION 1. MEMBERSHIP 3
SECTION 2. CLASSES 3
SECTION 3. PURPOSE 3
SECTION 4. VOTING 3
SECTION 5. QUORUM 4
A. ALL OWNERS 4
B. COMMERCIAL UNIT OWNERS 4
C. RESIDENTIAL UNIT OWNERS 4
D. WHEN A MEMBER IS "PRESENT" 4
SECTION 6. MAJORITY VOTE 4
SECTION 7. PROXIES 4
SECTION 8. PLACE OF MEETINGS 5
SECTION 9. ANNUAL MEETINGS 6
SECTION 10. SPECIAL MEETINGS 6
SECTION 11. NOTICE OF MEETINGS AND OTHER NOTICES 6
SECTION 12. RECORD DATE FOR NOTICES AND VOTING 7
A. PURPOSE OF THE RECORD DATE 7
B. SETTING THE RECORD DATE 7
C. EFFECT OF SETTING RECORD DATE 7
SECTION 13. ADJOURNMENT OF MEETINGS 7
SECTION 14. CONDUCT OF MEETINGS AND ORDER OF BUSINESS 7
SECTION 15. INSPECTORS FOR VOTING AND PROXIES 7
A. APPOINTMENT 7
B. DUTIES 7
SECTION 16. MINUTES OF ASSOCIATION MEETINGS 8
SECTION 17. ASSOCIATION POWERS 8
ARTICLE III BOARD OF DIRECTORS 8
SECTION 1. NUMBER AND QUALIFICATION 8
SECTION 2. POWERS AND DUTIES 8
SECTION 3. ELECTION AND TERM OF OFFICE 8
SECTION 4. REMOVAL OF MEMBERS OF THE BOARD 9
SECTION 5. VACANCIES 9
SECTION 6. ORGANIZATIONAL MEETING 9
SECTION 7. REGULAR MEETINGS 10
SECTION 8. EXECUTIVE SESSION 10
SECTION 9. SPECIAL MEETINGS 10
SECTION 10. CONDUCT OF MEETING 10
SECTION 11. NOTICES; WAIVER OF NOTICE 10
SECTION 12. COMPENSATION 10
SECTION 13. QUORUM OF BOARD 10
SECTION 14. NO PROXY VOTE; CONFLICT OF INTEREST 11
SECTION 15. EMPLOYEES; BACKGROUND CHECK 11
SECTION 16. MINUTES OF BOARD MEETINGS 11
SECTION 17. ACTION BY DIRECTORS WITHOUT MEETING 11
SECTION 18. REMOTE MEETINGS 11
SECTION 19. DUTY OF DIRECTORS 11

SECTION 20. COPIES OF DOCUMENTS 11
ARTICLE IV OFFICERS 12
SECTION 1. DESIGNATION 12
SECTION 2. ELECTION AND TERM 12
SECTION 3. DUTY OF OFFICERS 12
SECTION 4. REMOVAL 12
SECTION 5. PRESIDENT 12
SECTION 6. VICE PRESIDENT 12
SECTION 7. SECRETARY 12
SECTION 8. TREASURER 12
SECTION 9. EXECUTION OF AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC. 12
SECTION 10. LIABILITY AND INDEMNITY OF THE BOARD AND OFFICERS 12
ARTICLE V MANAGEMENT 13
SECTION 1. MANAGEMENT AND OPERATION OF THE PROJECT 13
A. OPERATION AND MAINTENANCE OF THE COMMON ELEMENTS 13
B. MAINTENANCE AND REPAIR OF UNITS 13
C. RESTORATION OF PROJECT 13
D. EMPLOYMENT OF PERSONNEL 13
E. DELEGATION OF POWERS 14
F. ENFORCEMENT OF CONDOMINIUM DOCUMENTS; LAW 14
G. PENALTIES AND FINES 14
H. BUDGET 14
I. ASSESSMENTS 14
J. BANK ACCOUNTS 15
K. ASSOCIATION FUNDS 15
L. BORROWING MONEY 15
M. PAYMENT OF COMMON EXPENSES 15
N. INSURANCE AND BONDS 15
O. SERVICES 15
P. PURCHASE OF GOODS 15
Q. DISCHARGE OF LIENS 15
R. PURCHASING UNITS 16
S. LEGAL PROCEEDINGS 16
T. MASTER ASSOCIATION 16
SECTION 2. MANAGING AGENT 17
A. MANAGING AGENT 17
B. QUALIFICATIONS 17
C. SELECTION 17
D. MANAGEMENT AGREEMENTS 17
E. CANCELLATION OF THE MANAGEMENT AGREEMENT BY THE ASSOCIATION 17
F. CANCELLATION BY THE MANAGING AGENT 17
G. BOND 17
H. PROJECT QUALITY STANDARD 18
SECTION 3. EMPLOYMENT OF SITE MANAGER OR RESIDENT MANAGER 18
SECTION 4. LIMITATIONS ON AUTHORITY TO ENTER INTO CONTRACTS 18
SECTION 5. LIMITS ON ASSOCIATION AUTHORITY 18
SECTION 6. RESTRICTIONS ON RENTING OR SELLING UNITS BY ASSOCIATION EMPLOYEES. 19
SECTION 7. HOUSE RULES 19
SECTION 8. STOPPING VIOLATIONS BY OWNERS 19
A. THE BOARD MAY STOP CERTAIN ACTIVITIES 19
B. THE BOARD MAY ENTER A UNIT 19
C. THE BOARD MAY FILE A LAWSUIT 19
D. ABANDONED PROPERTY 19
ARTICLE VI COMMON EXPENSES 19

SECTION 1. DESIGNATION OF COMMON EXPENSES 19
SECTION 2. BUDGET AND RESERVES 19
A. BUDGET 19
B. RESERVE FUNDS 20
SECTION 3. ALLOCATION OF COMMON EXPENSES 21
A. COMMON EXPENSES 21
B. SPECIAL ASSESSMENTS AGAINST OWNERS AT FAULT 21
SECTION 4. ASSESSMENTS 22
A. WHEN ASSESSMENTS BEGIN 22
B. AMOUNT OF ASSESSMENTS 22
C. TREATMENT OF ASSESSMENTS 22
SECTION 5. HANDLING AND PAYMENT OF ASSOCIATION FUNDS 22
SECTION 6. PAYMENT AS AGENT 23
SECTION 7. DUTY TO PAY; INTEREST AND LATE CHARGES 23
A. PERSONAL OBLIGATION TO PAY 23
B. INTEREST AND LATE CHARGES 23
C. HOW PAYMENTS WILL BE APPLIED 23
SECTION 8. ENFORCEMENT 23
A. ASSOCIATION LIEN 23
B. ASSOCIATION REMEDIES 23
SECTION 9. WAIVER 24
SECTION 10. ASSESSMENT DISPUTES 24
A. STATEMENT OF UNPAID AMOUNTS 24
B. ASSESSMENT DISPUTES 24
SECTION 11. LIABILITY OF ANYONE WHO ACQUIRES TITLE THROUGH FORECLOSURE 24
SECTION 12. LIABILITY FOR UNPAID COMMON EXPENSES 25
SECTION 13. ABANDONMENT OF UNIT; DEED TO BOARD 25
SECTION 14. TAXES AND ASSESSMENTS 25
SECTION 15. UTILITY EXPENSES 26
SECTION 16. COLLECTION FROM TENANT 26
SECTION 17. AUDITS 27
SECTION 18. FINANCIAL REPORTS 27
A. FINANCIAL STATEMENTS 27
B. REPORTS 27
ARTICLE VII MAINTENANCE AND REPAIR AND USE 27
SECTION 1. MAINTENANCE AND REPAIR OF UNITS 27
A. OWNERS' RESPONSIBILITIES 27
B. DAMAGE TO COMMON PROPERTY 28
SECTION 2. COMMON ELEMENTS 28
A. BOARD 28
B. COMMERCIAL DIRECTOR 29
C. RESIDENTIAL DIRECTORS 29
SECTION 3. MOLD PREVENTION 29
SECTION 4. ALTERATIONS AND ADDITIONS BY OWNERS 29
A. PERMITTED ALTERATIONS 29
B. PROHIBITED ALTERATIONS 29
C. BOARD APPROVAL 29
SECTION 5. ALTERATION OF THE PROJECT 29
SECTION 6. OWNER APPROVAL 30
ARTICLE VIII ASSOCIATION RECORDS 30
SECTION 1. CONDOMINIUM DOCUMENTS. 30
SECTION 2. MEMBERSHIP LIST 31
A. THE ASSOCIATION MUST KEEP A LIST 31
B. RELEASE OF LIST 31
SECTION 3. NOTICE TO BOARD/LENDERS 31

SECTION 4. LENDER PROTECTION 31
SECTION 5. RELEASE OF INFORMATION 32
SECTION 6. UNIT DEEDS 32
SECTION 7. MINUTES AND RECORDS; EXAMINATION 32
A. CURRENT FINANCIALS AND BOARD MINUTES 32
B. MINUTES 32
C. FINANCIAL RECORDS 32
D. VOTING RECORDS 33
E. OTHER RECORDS 33
F. PROTECTION OF ASSOCIATION INFORMATION 33
SECTION 8. RECORDS; EXAMINATION; DISPOSAL 33
A. RECEIPTS, EXPENDITURES, AND DELINQUENCIES 33
B. LOCATION OF RECORDS 33
C. DISPOSAL OF RECORDS 33
ARTICLE IX GENERAL PROVISIONS 34
SECTION 1. WHO CAN SIGN CHECKS 34
SECTION 2. WHO CAN SIGN CONTRACTS AND OTHER DOCUMENTS 34
SECTION 3. AMENDMENT. 34
A. AMENDMENT BY VOTE OR WRITTEN CONSENT 34
B. DEVELOPER'S RESERVED RIGHTS TO AMEND 34
C. RECORDING 34
D. PROPOSAL OF AMENDMENTS. 34
E. RESTATEMENT OF BYLAWS 35
SECTION 4. NOTICE 35
SECTION 5. CAPTIONS 35
SECTION 6. PRONOUNS 35
SECTION 7. INTERPRETATION 35
SECTION 8. EFFECT OF INVALID PROVISIONS 35

BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF ĀLIA AT 888 ALA MOANA

THESE BYLAWS are made this 15th day of November, 2022, by **888 Ālia LLC**, a Delaware limited liability company ("**Developer**"), with its principal place of business and post office address at 1288 Ala Moana Boulevard, Suite 201, Honolulu, Hawaii 96814.

WITNESSETH:

WHEREAS, Developer is the developer of the "Ālia at 888 Ala Moana" condominium project (the "**Project**"); and

WHEREAS, Developer has undertaken to develop the real property identified in Exhibit "A" (the "**Land**") and Improvements to be constructed thereon as a condominium project, as described in the Declaration of Condominium Property Regime of Ālia at 888 Ala Moana of even date herewith (the "**Declaration**") and in accordance with the Condominium Map; and

WHEREAS, Developer desires to submit the Land and Improvements to a condominium property regime by recording the Declaration and adopting these Bylaws, all as provided for by Chapter 514B, Hawaii Revised Statutes, as amended (the "**Act**");

NOW, THEREFORE, Developer hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to the following Bylaws, all of which are declared to be in furtherance of the plan set forth in the Declaration, and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of such property.

ARTICLE I

INTRODUCTORY PROVISIONS

Section 1. **AUTHORITY FOR BYLAWS.** Developer, acting as the present Association of the Project, hereby approves and adopts these Bylaws pursuant to the Act. These Bylaws are subject to the laws of the State, including, but not limited to, the Act and Hawaii Administrative Rules, Title 16, Chapter 107 (the "**HAR**"), as amended from time to time.

Section 2. **PURPOSE OF BYLAWS; COVENANTS TO RUN WITH THE LAND.** The Land and the Improvements are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following Bylaws, all of which are declared and agreed to be in furtherance of the plan set forth in the Declaration, to constitute a condominium property regime under the Act and for the purposes of enhancing and perfecting the value, desirability, and attractiveness of the Project. These Bylaws shall constitute covenants running with the Land and Units established thereon, and equitable servitudes and liens, and shall be binding upon all parties having or acquiring any right, title, or interest therein.

Section 3. **DEFINITIONS.** The terms used herein with initial capital letters shall have the meanings given to them in Section I.B of the Declaration, except as otherwise expressly provided herein.

Section 4. **CONFLICTS.** These Bylaws are set forth to comply with the requirements of the Act and the HAR. In any case where any of these Bylaws conflict with the provisions of the Act, the HAR, or the Declaration, the provisions of the Act, the HAR, or the Declaration, as the case may be, shall control.

Section 5. **BINDING EFFECT OF BYLAWS ON OWNERS, MORTGAGEES, AND LESSEES.** All present and future Owners, mortgagees, vendors and vendees under Agreements of Sale, tenants and Occupants of Units, and their employees, business invitees, and any other Persons who may use any part of the Project in any manner are subject to the Condominium Documents, including these Bylaws. The acceptance of a Unit Deed, conveyance, mortgage, or Agreement of Sale, or the entering into of a lease, or the act of occupancy of a Unit shall constitute an acceptance, ratification, and agreement to comply with the provisions of the Condominium Documents, including these Bylaws, as the same may be amended from time to time.

ARTICLE II

ASSOCIATION OF OWNERS

Section 1. **MEMBERSHIP**. The membership of the Association shall consist exclusively of all Owners. Developer, with respect to each Unit it owns, and each Owner, upon acquiring title to a Unit, shall automatically become a member of the Association and shall remain a member until such time as his or her ownership of such Unit ceases for any reason. In the event that the Project is terminated, the Association shall consist of all former Owners who owned Units at the time of termination and who are entitled to distributions of proceeds under Section 514B-47 of the Act, or such Owners' heirs, successors, or assigns. Notwithstanding anything to the contrary provided herein, during the Developer Control Period, Developer shall operate the Project in accordance with the Declaration and these Bylaws and, where necessary, take all actions on behalf of the Association upon such terms and conditions as they shall agree upon which are consistent with the terms of the Declaration and these Bylaws, subject to any required approvals by the Commercial Director or the Commercial Unit Owner(s), as applicable, as set forth herein or in the Declaration. For the duration of the Developer Control Period, Developer shall have the right to appoint and remove the Officers and Directors of the Association's Board, except for the Commercial Director who shall be appointed and removed by the Commercial Unit Class. Following termination of the Developer Control Period and the first election of a replacement Board in accordance with **Article III, Section 3** below, Developer shall be entitled to vote the interest of each Unit that it owns.

Section 2. **CLASSES**. The Association shall be comprised of the following two (2) Unit Classes: (a) the Commercial Unit Class and (b) the Residential Unit Class. The Owner of any Unit, upon acquiring title thereto, shall automatically become a member of the Unit Class to which such Owner's Unit belongs. Each Commercial Unit Owner shall be a member of, and all Commercial Unit Owners shall comprise, the Commercial Unit Class. Each Residential Unit Owner shall be a member of, and all Residential Unit Owners shall comprise, the Residential Unit Class. Each Unit Class shall vote on and determine issues affecting their Unit Class, with matters requiring a percentage vote of the Association requiring the approval of the same percentage vote of the affected Unit Class and matters requiring a percentage vote of the Board requiring the approval of the same percentage of Directors of the affected Unit Class. The Commercial Unit Class, for instance, may vote on and determine issues pertaining to only the Commercial Unit Class, subject to any approval rights of Developer or the Commercial Director, and the Residential Unit Class may vote on and determine issues pertaining to only the Residential Unit Class, subject to any approval rights of Developer. The number of Units comprising the Commercial Unit Class and/or the Residential Unit Class may increase or decrease if Commercial Units and/or Residential Units are consolidated and/or subdivided.

Section 3. **PURPOSE**. The Association shall be organized and operated for the purposes of administrative and fiscal management of the Project and managing, maintaining, acquiring, constructing, and caring for the Association property, which includes the Common Elements, any real property which is not part of the Common Elements but which the Association either owns or leases, any personal or moveable property owned or leased by the Association, and any fixtures owned or leased by the Association; provided, however, that unless otherwise provided in the Declaration or these Bylaws: (a) Limited Common Elements solely appurtenant to one Unit shall be managed and maintained by the Owner of the Unit to which such Limited Common Element is appurtenant; (b) Commercial Limited Common Elements and Commercial Unit Limited Common Elements shall be managed and maintained by the Commercial Unit Owners who own the Commercial Units to which said Limited Common Elements are appurtenant and the cost thereof charged as a Unit Class Expense or to the Owners of the Commercial Units to which the Commercial Unit Limited Common Element is appurtenant, as applicable; and (c) Residential Limited Common Elements and Residential Unit Limited Common Elements (except those Limited Common Elements solely appurtenant to one (1) Residential Unit) shall be managed and maintained by the Association and the cost thereof charged as a Residential Unit Class Expense or to the Owners of the Residential Units to which the Residential Unit Limited Common Element is appurtenant, as applicable.

Section 4. **VOTING**. Except with respect to those matters requiring voting by the Unit Classes set forth above, each Owner shall be entitled to that percentage of the total vote of all Owners which equals the percentage of the Common Interest appurtenant to such Owner's Unit as set forth in the Declaration. With respect to those matters requiring voting by Unit Class, each Owner shall have a vote equal to his or her Class Common Interest as set forth in the Declaration. The respective Owners may cast votes in person or by proxy;

provided voting by acclamation is permitted for items where formal voting is not necessary. The vendee of a Unit pursuant to an Agreement of Sale shall have the right to vote unless the vote is retained by the vendor as may be provided in said Agreement of Sale pursuant to Section 514B-124 of the Act. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association the percentage of vote for any Unit owned or controlled by him or her in such capacity; provided that he or she shall first present evidence satisfactory to the Secretary that he or she owns or controls such Unit in such capacity not later than the commencement of the meeting. The vote for any Unit owned of record by two (2) or more Persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others. If more than one (1) Owner is present, the votes allocated to that Unit may be cast only in accordance with the agreement of the majority in interest of the Owners. There is deemed to be a majority agreement if any one (1) Owner casts the votes allocated to that Unit without protest being made by any of the other Owners of the Unit to the person presiding over the meeting before the polls are closed. If co-Owners do not agree in their vote, then the entire vote allocated to that Unit will not be counted. Corporations, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, and other legal entities which are Owners shall designate a general partner, officer, member, or manager, as appropriate, for the purpose of exercising the vote; and such representative of an Owner which is a corporation, general partnership, limited partnership, limited liability company, or other legal entity shall present satisfactory written evidence to the Secretary of his or her designation as representative not later than the commencement of the meeting.

Section 5. **QUORUM**. The term "**quorum**" refers to the number or percentage of Owners who must be present at a meeting to conduct business for all Owners, the Commercial Unit Class, and the Residential Unit Class. The quorum for the foregoing shall be as follows:

A. **ALL OWNERS**. For all meetings of the Association with respect to all matters which may be voted on by all Owners, thirty-three percent (33%) of Owners must be present to have a quorum unless a different number is required by law, the Declaration, or another part of these Bylaws.

B. **COMMERCIAL UNIT OWNERS**. With respect to those matters which affect the Commercial Units, the Commercial Limited Common Elements, or the Commercial Unit Limited Common Elements, which may only be voted on by, or which require a vote of only, the Commercial Unit Class Owners, fifty percent (50%) of the Commercial Unit Class must be present to have a quorum unless a different number is required by law, the Declaration, or another part of these Bylaws.

C. **RESIDENTIAL UNIT OWNERS**. With respect to those matters which may only be voted on by, or which require a vote of only, the Residential Unit Class, thirty-three percent (33%) of the Residential Unit Class must be present to have a quorum unless a different number is required by law, the Declaration, or another part of these Bylaws.

D. **WHEN A MEMBER IS "PRESENT"**. Members are "**present**" at a meeting if: (i) they attend it in person, (ii) their proxy holder attends it for them, or (iii) someone else permitted by these Bylaws attends it for them.

Section 6. **MAJORITY VOTE**. The vote of a Majority of the Common Interest or Class Common Interest present or represented at a meeting at which a quorum is present shall be binding upon all Owners, the Commercial Unit Class, and/or the Residential Unit Class, respectively, for all purposes, except where a higher percentage vote is required in the Declaration, these Bylaws, or by law. Notwithstanding the preceding sentence: (i) where a vote requires a Majority of Owners, the term "**Majority of Owners**" shall mean Owners to which are appurtenant more than fifty percent (50%) of the total Common Interest or Class Common Interest with respect to the Unit Class; and (ii) where a vote requires a specific percentage of Owners, the specified percentage of Owners means Owners to which are appurtenant such percentage of the Common Interest (or Class Common Interest with respect to the Unit Class).

Section 7. **PROXIES**. An Owner may appoint in writing a proxy to represent the Owner at meetings of the Association. An Owner may vote by mail or electronic transmission through a duly executed proxy.

A. A proxy, to be valid, must: (i) be delivered to the Secretary or the Managing Agent no later than 4:30 p.m. Hawaii Standard Time on the second business day prior to the date of the meeting to which it pertains; (ii) contain at least the name of the Association, the date of the meeting of the Association, the printed name(s) and signature(s) of the Person(s) giving the proxy, the Unit number for which the proxy is given, the name of the person to whom the proxy is given, and the date that the proxy is given; (iii) if it is a standard proxy form authorized by the Association, contain boxes where the Owner has indicated that the proxy is given: (a) for quorum purposes only; (b) to the individual whose name is printed on a line next to the box; (c) to the Board as a whole and that the vote be made on the basis of the preference of the Majority of the Directors present at the meeting; or (d) to those Directors present at the meeting with the vote to be shared with each Director receiving an equal percentage. The proxy form shall also contain a box where the Owner may indicate that the Owner wishes to obtain a copy of the annual audit report required by Section 514B-150 of the Act.

B. A proxy shall only be valid for the meeting to which the proxy pertains and its adjournments, may designate any person as proxy, and may be limited as the Owner indicates; provided that no proxy shall be irrevocable unless coupled with a financial interest in the Unit.

C. A copy, facsimile telecommunication, or other reliable reproduction of a proxy may be used in lieu of the original proxy for any and all purposes for which the original proxy could be used; provided that any copy, facsimile telecommunication, or other reproduction shall be a complete reproduction of the original proxy.

D. Nothing in this Section shall affect the holder of any proxy under a first Mortgage of record or under an Agreement of Sale.

E. With respect to the use of Association funds to distribute proxies:

(i) If the Board intends to use Association funds to distribute proxies, including the standard proxy form referred to in this Section, the Board shall first post notice of its intent to distribute proxies in prominent locations within the Project at least twenty-one (21) calendar days before its distribution of proxies. If the Board receives within seven (7) calendar days of the posted notice a request by any Owner for use of Association funds to solicit proxies accompanied by a statement, the Board shall mail to all Owners either: (a) a proxy form containing the names of all Owners who have requested the use of Association funds for soliciting proxies accompanied by their statements; or (b) a proxy form containing no names, but accompanied by a list of names of all Owners who have requested the use of Association funds for soliciting proxies and their statements. The statement, which shall be limited to black text on white paper, shall not exceed one single-sided 8-1/2" x 11" page and indicate the Owner's qualifications to serve on the Board or reasons for wanting to receive proxies.

(ii) The Board or a Director may use Association funds to solicit proxies as part of the distribution of proxies. If a Director, as an individual, seeks to solicit proxies using Association funds, the Director shall proceed as an Owner under subpart (i) of this Subsection.

F. No Managing Agent, Site Manager, or Resident Manager, if any, or their employees, shall solicit, for use by the Managing Agent, Site Manager, or the Resident Manager, if any, any proxies from any Owner that retains the Managing Agent, Site Manager, or Resident Manager, if any, nor shall the Managing Agent, Site Manager, or Resident Manager, if any, cast any proxy vote at any Association meeting except for the purpose of establishing a quorum.

G. The Board shall not adopt any rule prohibiting the solicitation of proxies or distribution of materials relating to Association matters on the Common Elements by Owners; provided that subject to applicable approval rights of Developer, the Board may adopt rules regulating reasonable time, place, and manner of the solicitations or distributions, or both.

Section 8. **PLACE OF MEETINGS.** All meetings of the Association shall be held at the Project, or elsewhere within the State as may be designated by the Board; provided that in the event of a natural disaster, such as a hurricane, an Association meeting may be held outside the State.

Section 9. **ANNUAL MEETINGS.** The first annual meeting of the Association shall be held upon the earlier of: (a) one hundred eighty (180) calendar days from the recordation of the first Unit Deed conveying a Unit in the Project, provided that not less than forty percent (40%) of the Units in the Project have been sold and recorded (or if less than forty percent (40%) of the Units in the Project have been sold and recorded, then within one (1) year of the recordation of the first Unit Deed, provided that ten percent (10%) of Owners request, in writing, that the first annual meeting be held), (b) four (4) months after seventy-five percent (75%) of the Units of the Project have been conveyed by Developer to other Owners, or (c) five (5) years after the recordation of the first Unit Deed conveying a Unit in the Project. The terms "**recorded**" and "**recordation**" shall mean and refer to the recordation of a Unit Deed transferring a Unit to an Owner at the Bureau. Subject to the rights of Developer to appoint Directors contained in the Declaration and these Bylaws, at such meeting, Owners shall elect a Board. Prior to that time, the Association shall consist solely of Developer, which shall have authority to act in all matters as the Association and the Board and may act without formal meeting and without call or notice. Thereafter, the annual meetings of the Association shall be held on a date that is selected by the Board. If the Board does not choose a meeting date by the 15th of February of each year, then the meeting will be held at the Project at 6:30 p.m. Hawaii Standard Time on the third (3rd) Wednesday in March of each year, or at such other time as the Board may determine from time to time. Developer may set the date and time for the first annual meeting. Owners may transact other business at such meeting as may properly come before the Association.

Section 10. **SPECIAL MEETINGS.** A special meeting of the Association may be called at any time for any one (1) or more purposes. It may be called by (a) the President, (b) a Majority of the Directors, or (c) a petition signed and dated by not less than twenty-five percent (25%) of Owners and presented to the Secretary or to the Managing Agent. The petition shall be valid only if submitted within one hundred twenty (120) days of the earliest signature. Owners may transact only that business the general nature of which is stated in the notice of the special meeting. Upon receipt of such call or petition, the Secretary or the Managing Agent shall send written notice of the meeting to all Owners in the manner provided in **Article II, Section 11** below. In the event that the Secretary or the Managing Agent shall fail to send out notices within fourteen (14) calendar days of receipt of any petition to have such meeting, or such other period as may be required by Section 514B-121 of the Act, the petitioners calling for the meeting may send the notice in accordance with the provisions for such notice contained in these Bylaws. The meeting shall be held at the time and place specified in such call, or if unspecified, at any reasonable time within sixty (60) calendar days from the date the call was received.

Section 11. **NOTICE OF MEETINGS AND OTHER NOTICES.** The Secretary shall cause written notice of all meetings, annual or special, stating the date, time, and place of the meeting and whether it is annual or special, together with a standard proxy form authorized by the Association, if any, and any other notices permitted or required to be delivered by these Bylaws, to be given by hand delivering such notice(s) and form, by mailing, postage prepaid to the mailing address of each Unit or any other address designated in writing by the Owner, or, at the option of the Owner, expressed in writing, by facsimile or electronic mail to the electronic mailing address designated in writing by the Owner, at least fourteen (14) calendar days before the date assigned for the meeting. The notice must state the authority for holding the meeting, the items on the agenda, including the general nature and rationale of any proposed amendment to the Declaration or these Bylaws, and any proposal to remove a Director; provided that nothing herein shall preclude an Owner from proposing an amendment to the Declaration or these Bylaws or to remove a Director at any annual meeting. Upon written request for notices delivered to the Board, the holder of any duly recorded Mortgage or deed of trust from any Owner may obtain a copy of any and all notices permitted or required to be given to the Owner, whose interest is subject to said Mortgage or deed of trust. Notice may be considered waived as follows:

A. The presence of any Owner or mortgagee in person or by proxy at any meeting shall be deemed a waiver of any required notice to such Owner unless he or she shall, at the opening thereof, object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

B. An Owner may waive notice of any Association meeting by signing a document that (i) waives notice, (ii) consents to or approves the action taken at the meeting, or (iii) approves the minutes of the meeting. All such documents must be filed with the Association records and made a part of the minutes of the meeting.

C. An Owner automatically waives notice of any Association meeting if he or she does not file a written objection with the Secretary or the Managing Agent within fifteen (15) calendar days after he

or she receives written notice of any action taken at an Association meeting. A copy of the minutes, among other things, will be treated as written notice.

Upon notice being given in accordance with the provisions hereof, the failure of any Owner to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereat. Each Owner shall keep the Association informed of any changes in address.

Section 12. **RECORD DATE FOR NOTICES AND VOTING.**

A. **PURPOSE OF THE RECORD DATE.** The "**Record Date**" is the date used to determine who is entitled to receive notice and to vote at Association meetings or on any action to be taken without a meeting. The Record Date is also used to determine who may object to and waive failure to receive notice and exercise other such rights for or as an Owner.

B. **SETTING THE RECORD DATE.** The Board may choose the Record Date. The Record Date for a meeting may not be more than ninety (90) calendar days before the meeting date. The Record Date for action without a meeting may not be more than thirty (30) calendar days before the ballot or request for consent or approval is sent. Unless the Board chooses another date, the Record Date will be the date and time when the mailing list is prepared, or, if notice is waived, then two (2) business days before the date of the meeting. If a meeting is adjourned and a new notice must be given, then a new Record Date must be set.

C. **EFFECT OF SETTING RECORD DATE.** When a Record Date is set, only Owners of Record, as hereinafter defined, on that date (or someone authorized to act for them) have the right to notice and to vote at a meeting or on a ballot or other request for consent or approval. This rule applies despite any issuance or transfer of a Unit in the records of the Association after the Record Date. A Person who is the Owner of a Unit as of the Record Date is considered to be the "**Owner of Record.**" A Person who becomes an Owner after the Record Date may act for the Owner of Record by obtaining a proxy from the Owner of Record. When these Bylaws refer to the "Owner" with respect to notice (including waivers of notice) and voting, it means the Owner of Record or someone authorized to act for the Owner of Record.

Section 13. **ADJOURNMENT OF MEETINGS.** If any meeting of the Association cannot be held because a quorum is not present, a Majority of Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than thirty (30) calendar days from the time the original meeting was called, as may be determined by Majority vote of Owners present, without notice other than the announcement at such meeting. If the meeting is adjourned for thirty (30) calendar days or more, or if the law requires a new notice, then a new notice must be given pursuant to **Article II, Section 11** herein. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 14. **CONDUCT OF MEETINGS AND ORDER OF BUSINESS.** All meetings of the Association shall be conducted in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

Section 15. **INSPECTORS FOR VOTING AND PROXIES.**

A. **APPOINTMENT.** At least ten (10) business days before any meeting of the Association or before any ballot is sent to Owners, the Board may appoint inspectors of the voting at the meeting, including voting for the election of Directors. The Board may appoint either one (1) or three (3) inspectors of voting. If the Board fails or chooses not to do so, then the Managing Agent will be the inspector of the voting.

B. **DUTIES.** The voting inspectors will: (i) determine the authenticity, validity, and effect of proxies, pledges, and other documents purporting to give any person the right to represent, act, and vote for an Owner; (ii) receive votes, ballots, and consents; (iii) hear and determine all challenges, questions, and conflicts relating in any way to the right to cast votes; (iv) count and tabulate all votes and consents; (v) decide when the polls will close; (vi) determine the results of all votes and elections; and (vii) do anything else appropriate to conduct the vote or election fairly as to all Owners. The decision, act, or certificate of a majority of inspectors, if

there are three (3), or of a single inspector, if there is only one (1), will be effective. Any facts stated in any effective report or certificate is presumed to be accurate.

Section 16. **MINUTES OF ASSOCIATION MEETINGS.** Minutes of meetings of the Association shall be approved at the next succeeding regular meeting or by the Board, if authorized by Owners at an annual meeting. Minutes of all meetings of the Association shall be available within seven (7) calendar days after approval and unapproved final drafts of minutes shall be available within sixty (60) calendar days after the meeting. If approved by the Board, Owners shall be given a copy of the approved minutes or notified of the availability of the minutes within thirty (30) calendar days after approval. An Owner shall be allowed to offer corrections to the minutes at an Association meeting.

Section 17. **ASSOCIATION POWERS.** Except as otherwise provided herein, and subject to the provisions of the Declaration and these Bylaws, the Association, even if unincorporated, shall have those powers set forth in Section 514B-104 of the Act, as limited by Section 514B-105 of the Act. The Association delegates its powers to the Board, unless such delegation is prohibited by the Act.

ARTICLE III

BOARD OF DIRECTORS

Section 1. **NUMBER AND QUALIFICATION.** The affairs of the Association shall be governed by the Board. During the Developer Control Period, two (2) Residential Directors and one (1) Commercial Director shall be appointed from time to time by Developer. Upon the termination of the Developer Control Period, the Board shall be comprised of nine (9) persons elected at the first annual meeting of the Association, who shall be selected by and from the Unit Classes as follows: one (1) Director, by and from the Commercial Unit Class; and eight (8) Directors, by and from the Residential Unit Class. In the event Owners decrease the number of Directors as permitted by the Act, the Board shall contain at least one (1) Commercial Director. Each Director shall be an Owner, co-Owner, a vendee under Agreement of Sale, a trustee or beneficiary of a trust that owns a Unit, or an officer of any corporate owner or a representative of any entity which owns a Unit. The partners of a general partnership and the general partners of a limited partnership or limited liability partnership shall be deemed to be Owners for purposes of serving on the Board. There shall not be more than one (1) Director from any one (1) Unit. No employee of the Association shall serve on the Board. Any Director who is an employee of a Managing Agent shall not participate in any discussions regarding the Management Agreement with such Managing Agent and shall be excluded from any executive session where such Managing Agent or Management Agreement will be discussed.

Section 2. **POWERS AND DUTIES.** The Board shall have all the powers and duties necessary for the administration of the affairs of the Project in compliance with all governmental requirements and the Declaration, and for the maintenance, upkeep, and repair of the Project in good order and condition in accordance with the Project Quality Standard, and the Association may delegate all rights, powers, and duties to the Board, except those rights, powers, and duties that cannot be delegated to the Board by law, the Declaration, or these Bylaws. The Board shall have all rights, powers, and duties to act on behalf of the Association other than those requiring the vote of the Association set forth in the Act and subject to all rights and approval requirements set forth in the Declaration and these Bylaws, including, without limitation, the Developer's Reserved Rights or any approval rights of Developer or the Commercial Director.

Section 3. **ELECTION AND TERM OF OFFICE.** During the Developer Control Period, the Board shall be appointed as set forth in **Article III, Section 1**, and the Residential Directors and Commercial Director so appointed shall serve until removed by Developer. Upon the termination of the Developer Control Period, the Commercial Director shall be elected and removed only by the Commercial Unit Class, and each Residential Director shall be elected and removed only by the Residential Unit Class. Election of Directors may be by secret ballot at each annual meeting and each special meeting called for that purpose. Cumulative voting shall not be permitted. Other than for the initial term set forth below, Directors shall hold office for a period not to exceed three (3) years and until their respective successors have been elected, subject to removal as herein provided. The term of office for the initial Directors shall be as follows: (a) the Commercial Director shall initially serve for three (3) years; (b) the four (4) Residential Directors with the highest number of votes shall serve for three (3) years; and (c) the remaining four (4) Residential Directors with the highest number of votes shall serve for two (2) years.

Directors shall be elected at each annual meeting to fill the vacancy in the office of Directors occurring as of the time of such meeting. A vote to fill Director positions may be done through a motion passed by acclamation in situations where a formal vote is not necessary (i.e., where there are four (4) vacant Director seats and there are only four (4) candidates).

Section 4. **REMOVAL OF MEMBERS OF THE BOARD**. At any annual or special meeting of the Association duly called, Directors may be removed and successors shall then and there be elected for the remainder of the term to fill the vacancies thus created as follows:

A. During the Developer Control Period, Developer may remove and replace the Directors.

B. After the Developer Control Period, the removal and replacement of a Residential Director shall be by a vote of a Majority of the Residential Unit Class and in accordance with all applicable requirements and procedures in these Bylaws for the removal and replacement of Directors. Any Residential Director whose removal has been proposed by the Residential Unit Class shall be given an opportunity to be heard at such meeting. Any Residential Director who shall miss three (3) consecutive meetings of the Board may be removed by the vote of a Majority of the remaining Residential Directors, as applicable, even though they may constitute less than a quorum; provided, however, that this right of removal shall be without prejudice to the Residential Unit Class' right to remove Residential Directors as provided in this Section. The replacement of the Residential Director so removed shall be in accordance with all applicable requirements and procedures in these Bylaws for the replacement of Directors. Any Residential Director removed by the Board shall not be eligible for reelection to the Board for a period of one (1) year after such Director's removal.

C. After the Developer Control Period, the removal and replacement of the Commercial Director shall be by the vote of a Majority of the Commercial Unit Class in accordance with all applicable requirements and procedures in these Bylaws for the removal and replacement of Directors.

Section 5. **VACANCIES.**

A. A Director's office shall become vacant in the event of such Director's death, incapacity, or resignation or if such Director shall cease to be an Owner or co-Owner of record of a Unit, a vendee of a Unit under an Agreement of Sale, a trustee or beneficiary of a trust which owns a Unit, or an officer, partner, member, or other Person authorized to act on behalf of any other legal entity which owns a Unit.

B. Any Director vacancies during the Developer Control Period shall be filled by Developer.

C. Any vacancies of a Residential Director after the end of the Developer Control Period, other than a vacancy caused by the natural expiration of the term of such Director or the removal of such Director, shall be filled by the vote of a Majority of the remaining Residential Directors, even though they may constitute less than a quorum, and each person so elected shall serve until his or her successor is elected at the next annual meeting of the Association. The successor elected at such annual meeting serves until the expiration of the term of the Residential Director whose seat is vacated.

D. Any vacancies for the Commercial Director after the end of the Developer Control Period, other than a vacancy caused by the natural expiration of the term of such Director or the removal of such Director, shall be filled by vote of a Majority of the Commercial Unit Class at a special meeting of the Commercial Unit Class, and such person so elected shall serve until his or her successor is elected at the next annual meeting of the Association.

Section 6. **ORGANIZATIONAL MEETING**. The first meeting of the Board shall be held immediately after the first annual meeting of the Association and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting; provided that a Majority of the Board, which must include the Commercial Director, shall be present thereat. At such meeting, the Board shall elect the Officers for the ensuing year.

Section 7. **REGULAR MEETINGS**. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a Majority of the Directors, but at least one (1) such meeting shall be held during each calendar year.

Section 8. **EXECUTIVE SESSION**. The Board, with the approval of a Majority of a quorum of the Directors, may adjourn a meeting and reconvene privately in executive session to discuss and vote upon matters: (a) concerning personnel; (b) concerning litigation in which the Association is or may become involved; (c) necessary to protect the attorney-client privilege of the Association; or (d) necessary to protect the interests of the Association while negotiating contracts, leases, and other commercial transactions. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 9. **SPECIAL MEETINGS**. Special meetings of the Board may be called by the President on three (3) business days' notice to each Director, given personally or by mail, facsimile transmission, or electronic mail transmission (which notice shall state the time, place and purpose of the meeting), and on posting of notice, if practicable, as provided in **Article III, Section 11**; provided, however, that in the case of emergency situations, as determined by the President, a special meeting of the Board may be called by the President on eight (8) hours' notice to each Director. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice, if practicable, on the written request of at least two (2) Directors.

Section 10. **CONDUCT OF MEETING**. All meetings of the Board, other than executive sessions, shall be open to all members of the Association, and Association members who are not on the Board may participate in any deliberation or discussion, other than executive sessions, unless a Majority of a quorum of the Board votes otherwise. All meetings of the Board (whether organizational, regular, or special) shall be conducted in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

Section 11. **NOTICES; WAIVER OF NOTICE**. Notice of all Board meetings and other notices to the Directors shall be given to each Director by the Secretary or the person or persons calling the meeting. Notice of regular meetings of the Board shall be given to each Director personally or by first class mail, facsimile, or electronic mail at least seven (7) calendar days, if practicable, prior to the day named for such meeting. Notice of all Board meetings shall also be posted by the Managing Agent, Site Manager, or Resident Manager, if any, or a Director, in prominent locations within the Project seventy-two (72) hours prior to the meeting or simultaneously with notice to the Board. Before or at any meeting of the Board, any Director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice to him or her of such meeting. If all the Directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 12. **COMPENSATION**. No Director shall receive any compensation from the Association for travel expenses, Directors' fees and *per diem* expenses; provided that, with the approval of the Board, Directors may be reimbursed for actual expenditures incurred on behalf of the Association. The minutes of the meeting shall reflect in detail the items and the amounts of the reimbursements. The Directors may expend Association funds, which shall not be deemed to be compensation to the Directors, to educate and train themselves in subject areas directly related to their duties and responsibilities as Directors; provided that the approved annual operating budget shall include these expenses as separate line items. These expenses include registration fees, books, videos, tapes, other educational materials, and economy travel expenses. Except for travel expenses in the County, all reimbursement for other travel expenses shall be subject to pre-approval by the Board and shall be reflected in the minutes as discussed above.

Section 13. **QUORUM OF BOARD**. At all meetings of the Board, a Majority of the total number of Directors established by these Bylaws shall constitute a quorum for the transaction of business, and action by a Majority of the Directors present at any meeting at which a quorum is present shall constitute action by the Board; provided that any action shall be subject to any applicable approval rights of the Commercial Director or Developer. If less than a quorum shall be present at any meeting of the Board, or the Commercial Director is unavailable for a meeting in which a matter involving the Commercial Unit Owners, Commercial Units, and/or the Limited Common Elements appurtenant thereto is being discussed, a Majority of those Directors present may adjourn the meeting and call an additional meeting at which a Majority of the total number of Directors and the Commercial Director can attend.

Section 14. **NO PROXY VOTE; CONFLICT OF INTEREST.** A Director shall not cast any proxy vote at any Board meeting, nor shall a Director vote at any Board meeting on any issue in which the Director has a conflict of interest; provided, however, that nothing herein shall limit the right of the Commercial Director to vote or to exercise any approval rights under the Declaration and these Bylaws. In the event of a conflict of interest, the Director shall disclose the nature of such conflict prior to a vote at the Board meeting, and the minutes of the meeting shall record the fact that a disclosure was made. For the purposes of this Section, "**conflict of interest**" means an issue in which a Director has a direct personal or pecuniary interest not common to other members of the Association. Ownership and use of a Unit by a Director for the purposes permitted by the Declaration and these Bylaws do not, by themselves, create a conflict of interest. If abstentions for such a reason would result in less than a Majority being able to vote, the Directors who do not abstain shall appoint one or more persons as temporary Directors to vote on the matter in question. If the Commercial Director has a conflict of interest, the Commercial Director shall appoint another Owner of a Commercial Unit to temporarily act as the Commercial Director.

Section 15. **EMPLOYEES; BACKGROUND CHECK.** Upon written authorization of an applicant for employment as a security guard, the Site Manager, the Resident Manager, or a position that would allow the employee access to the keys of, or entry into, the Units or access to Association funds, the Board and the Managing Agent are empowered to conduct a background check or direct another responsible party to conduct the check as provided in Section 514B-133 of the Act. This information shall be used only for the purpose of conducting the criminal history check authorized by this Section and the Act. The failure of the Association, the Board, and the Managing Agent to conduct or verify a background check shall not give rise to a private cause of action against the Board or the Managing Agent for acts and omissions of the employee or vendor hired.

Section 16. **MINUTES OF BOARD MEETINGS.** The minutes of the meetings of the Board shall: (a) include the recorded vote of each Director on all motions except motions voted on in executive session; (b) be approved no later than the second succeeding regular meeting; (c) be available within seven (7) calendar days after approval, and unapproved final drafts of the minutes of a meeting shall be available within thirty (30) calendar days after the meeting; provided that the minutes of any executive session may be withheld if their publication would defeat the lawful purpose of the executive session.

Section 17. **ACTION BY DIRECTORS WITHOUT MEETING.** Any action required or permitted to be taken at any meeting of the Board or of a committee of the Board may be taken without a meeting if all of the Directors authorized to vote on such matter or all of the members of the committee, as the case may be, sign a written consent setting forth the action taken or to be taken at any time before or after the intended effective date of such action. Such consent shall be filed with the minutes of the Board meetings or committee meetings as the case may be and shall have the same effect as a unanimous vote.

Section 18. **REMOTE MEETINGS.** Subject to the notice requirements contained in these Bylaws, members of the Board or any committee designated thereby may participate in a meeting of such Board or committee by means of a conference telephone or similar communication equipment through which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting. If permitted by the Board, any Owner may participate in a meeting conducted by a means of communication through which all participants may simultaneously hear each other during the meeting, provided that the Board may require that the Owner pay for the costs associated with the participation.

Section 19. **DUTY OF DIRECTORS.** In the performance of their duties, each Director shall owe the Association a fiduciary duty and exercise the degree of care and loyalty required of a director of a nonprofit corporation organized under Chapter 414D of the Hawaii Revised Statutes, as amended.

Section 20. **COPIES OF DOCUMENTS.** The Association at its expense shall provide all Directors with a current copy of the Declaration, Bylaws, House Rules and, annually, a copy of the Act, with amendments, and the HAR.

ARTICLE IV

OFFICERS

Section 1. **DESIGNATION**. The principal Officers shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, assistant secretary, and such other Officers as in its judgment may be necessary. All Officers shall be members of the Board. Except as specifically authorized by the Association at an annual or special meeting, no Officer shall receive any compensation from the Association for acting as such, but may be reimbursed for actual expenses incurred in the course of acting as an Officer. An Owner who is an employee of the Managing Agent shall not act as an Officer.

Section 2. **ELECTION AND TERM**. The Officers shall be elected annually by the Board at its organizational meeting or any special meeting called for such purpose and shall hold office at the pleasure of the Board.

Section 3. **DUTY OF OFFICERS**. In the performance of their duties, each Officer shall owe the Association a fiduciary duty and exercise the degree of care and loyalty required of an officer of a corporation organized under Chapter 414D of the Hawaii Revised Statutes.

Section 4. **REMOVAL**. Any Officer may be removed either with or without cause by vote of a Majority of the Board, and his or her successor shall be elected at any regular meeting of the Board or any special meeting called for such purpose.

Section 5. **PRESIDENT**. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board. He or she shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association. He or she shall also have such other powers and duties as may be provided by these Bylaws or assigned to him or her from time to time by the Board.

Section 6. **VICE PRESIDENT**. The Vice President shall perform all of the duties and exercise all of the powers and rights of the President provided by these Bylaws or otherwise during the absence or disability of the President, or whenever the office of President is vacant, and shall perform all other duties assigned by the Board.

Section 7. **SECRETARY**. The Secretary shall attend and keep the minutes of all meetings of the Association and the Board, give all notices thereof as provided by these Bylaws, maintain and keep a continuous and accurate record of ownership of all Units, maintain and keep the minute book wherein resolutions shall be recorded, have charge of such books, documents, and records of the Association as the Board may direct, and in general perform all duties incident to the office of Secretary and all other duties assigned by the Board.

Section 8. **TREASURER**. The Treasurer shall maintain and keep the financial records and books of account of the Association, prepare regular reports thereof, and be responsible for the proper deposit and custody in the name of the Association of all its funds and securities. The Treasurer shall, in general, perform all duties incident to the office of Treasurer and all other duties assigned by the Board.

Section 9. **EXECUTION OF AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC**. Except where Developer shall be exercising its reserved rights, after the first annual meeting of the Association, all agreements, contracts, deeds, leases, checks, and other instruments of the Association, including any amendments to the Declaration or these Bylaws, shall be executed by any two (2) of the President, Vice President, Secretary, or Treasurer, or by such other person or persons (including the Managing Agent) as may be stated in a resolution adopted by the Board.

Section 10. **LIABILITY AND INDEMNITY OF THE BOARD AND OFFICERS**. The Directors and Officers shall not be liable to the Association for any mistake of judgment or otherwise except for their own individual gross negligence or willful misconduct. The Association shall obtain and maintain at the

Association's expense a D&O Policy covering the Directors and Officers as provided in Section XII.E of the Declaration.

The Association shall defend and indemnify each Director and Officer against all costs, expenses, and liabilities, including the amount of judgments, amounts paid in compromise settlements, and amounts paid for reasonable attorneys' fees, and other related expenses which may be incurred by or imposed on the Director and Officer in connection with any claim, action, suit, proceeding, investigation, or inquiry hereafter made, instituted, or threatened in which he or she may be involved as a party or otherwise by reason of his or her being or having been a Director or Officer, or by reason of any past or future action taken or authorized or approved by him or her, or any omission to act as a Director or Officer, whether or not he or she continues to be a Director or Officer at the time of the incurring or imposition of such costs, expenses, or liabilities. The Association shall not defend and indemnify a Director or Officer for such costs, expenses, or liabilities as shall relate to matters as to which he or she is liable by reason of his or her gross negligence or willful misconduct toward the Association in the performance of his or her duties as a Director or Officer, and, in such instance, the Director or Officer shall be personally liable for his or her wrongful conduct. As to whether or not a Director or Officer was liable by reason of gross negligence or willful misconduct toward the Association in the performance of his or her duties as a Director or Officer, in the absence of final adjudication of the existence of such liability, each Director and Officer may conclusively rely upon an opinion obtained by the Association's attorney. The foregoing right of indemnification shall not be exclusive of other rights to which a Director or Officer may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators, and assigns of each Director or Officer.

ARTICLE V

MANAGEMENT

Section 1. **MANAGEMENT AND OPERATION OF THE PROJECT.** Subject to the limits described in **Article III, Section 2**, the Board shall manage and operate the Project, and shall be delegated to it by the Association the powers and duties to do so, which include, but are limited to, the following:

A. **OPERATION AND MAINTENANCE OF THE COMMON ELEMENTS.** Subject to limitations in the Declaration and these Bylaws, the Board will operate, maintain, repair, replace, and make Improvements to the Common Elements.

B. **MAINTENANCE AND REPAIR OF UNITS.** The Board may perform maintenance and repairs on any Unit or Limited Common Element in the Project if;

(i) It is necessary to protect the Common Elements or any other Unit, and

(ii) The Owner of the Unit fails or refuses to perform the maintenance or repair within a reasonable time after the Board delivers written notice to him or her describing the maintenance and repairs needed.

The Board will charge a special assessment to that Unit for the cost of the maintenance or repair and any attorneys' fees and other expenses incurred in charging and collecting the special assessment. Notwithstanding the foregoing, any such maintenance and repairs to be performed upon any Commercial Unit, Commercial Limited Common Element, or Commercial Unit Limited Common Element shall be subject to the approval of the Commercial Director, which consent shall not be unreasonably withheld or delayed.

C. **RESTORATION OF PROJECT.** The Board will rebuild, repair, and restore the Project in accordance with the provisions of the Declaration and these Bylaws after it is damaged or destroyed by a fire or other casualty or as a result of a condemnation.

D. **EMPLOYMENT OF PERSONNEL.** The Board may hire employees, including a Site Manager or Resident Manager and operational and maintenance staff, and may designate, employ, train, supervise, and dismiss any personnel necessary or useful to maintain, repair, replace, rebuild, or restore the Common Elements or to operate the Project.

E. **DELEGATION OF POWERS.** The Board may delegate its powers to committees, agents, officers, representatives, and employees at the Board's discretion.

F. **ENFORCEMENT OF CONDOMINIUM DOCUMENTS; LAW.** The Board will enforce the Condominium Documents, the Act, the HAR, and any other laws applicable to the operation of the Project.

G. **PENALTIES AND FINES.** The Board may set penalties and fines, and charge interest on them if they are not paid, as it deems appropriate to enforce the Condominium Documents, the Act, the HAR, and any other laws applicable to the operation of the Project. This includes, for example, penalties and fines, and any interest on them, for failure or refusal to pay to the Association on demand all costs, expenses, Common Expenses and Assessments (special or otherwise) required to be paid by law or under the Condominium Documents. Any penalties and fines must not be inconsistent with law or the Condominium Documents. The Board may, to the extent permitted by **Article VI, Section 8.B(v)** and applicable law, also terminate an Owner's access to the Common Elements and stop supplying such Unit with any and all services normally supplied or paid for by the Association.

(i) **Monetary Fine.** A monetary fine may be charged for any violation of the Condominium Documents, the Act, the HAR, and any other laws applicable to the operation of the Project. The fine will be deducted from an Owner's Assessment in accordance with the priority of payment set forth in **Article VI, Section 7.C** herein.

(ii) **Hearing.** If requested by the Owner, the Board must hold a meeting and permit any Owner that receives a warning to present his or her case before it fines such Owner or imposes a penalty or takes any other disciplinary action. This provision does not apply, however, when an Owner is fined or penalized for failing to pay any Assessment on time. An Owner must submit an appeal to the Board within twenty (20) business days after the date of delivery or mailing to the Owner of the written warning. The delivery of notice to appeal shall not halt the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. The Board may waive or rescind all or a part of such fine for good cause at any time after the hearing.

All appeals shall be reviewed by the Board either by electronic mail, conference call, or at a physical meeting of the Board within ninety (90) calendar days after the notice of appeal has been delivered to the Board. A statement of facts upon which the fine and/or penalty was based should be delivered or mailed to the Owner at least ten (10) business days before the meeting. The Owner has the right to appear and to explain why the fine or penalty should not be imposed or why access and services should not be terminated. The Board and Owner may ask other persons to attend and present testimony at the hearing. A Majority of the Directors present will decide whether to impose the fine or penalty or to terminate access and services, if permitted pursuant to **Article V, Section 1.G** above. The Directors, however, cannot act unless a quorum is present and the meeting is held as provided in these Bylaws, and such actions against a Commercial Unit Owner shall be subject to the approval of the Commercial Director.

(iii) **When the Fine or Suspension Takes Effect.** The Board must give the Owner written notice of any disciplinary action taken and the reasons for such action. Any disciplinary action will take effect within twenty (20) business days of the date that the notice is delivered to the Owner.

(iv) **When Services will be Restored.** The Board will restore an Owner's access and services when the Owner pays all amounts due.

(v) **The Managing Agent's Role.** The Board may delegate to the Managing Agent the power to carry out any disciplinary actions imposed by the Board.

H. **BUDGET.** Each year, the Board must prepare and adopt a budget of Common Expenses of the Association and determine the amounts of Assessments.

I. **ASSESSMENTS.** The Board must charge and collect Assessments of the Common Expenses and other charges payable by Owners.

J. **BANK ACCOUNTS.** The Board must open bank accounts on behalf of the Association; it must also designate who must sign checks and other documents relating to the accounts.

K. **ASSOCIATION FUNDS.** The Board has custody and control of all funds of the Association. It must keep full and accurate books of account and records of the Association's funds. It must also prepare regular financial reports.

L. **BORROWING MONEY.** Subject to the notice and Owner approval requirements of Section 514B-105 of the Act and any approval requirements and spending limitations contained in these Bylaws or in the Declaration, the Association may authorize the Board to borrow money to be used for the repair, replacement, maintenance, operation, or administration of the Common Elements of the Project, or to make any additions, alterations, and Improvements to them. The cost of borrowing including, without limitation, all principal, interest, commitment fees, and other expenses payable with respect to this borrowing, with respect to the Common Elements will be a Common Expense, with respect to the Commercial Limited Common Elements will be a Commercial Unit Class Expense, subject to the approval of the Commercial Director, and with respect to the Residential Limited Common Elements shall be a Residential Unit Class Expense. The Association may also borrow money for the purchase of the Resident Manager Unit or other Unit; provided that any loan for such purchase is approved by a Majority of the Residential Unit Class. To the extent permitted by law, such loan payment for the purchase of the Resident Manager's Unit or other Unit shall be a responsibility of the Residential Unit Owners and a Residential Unit Class Expense. The Commercial Unit Owners shall not be responsible for the payment of any such loan for the acquisition of the Resident Manager Unit, or any other Unit in the Project.

M. **PAYMENT OF COMMON EXPENSES.** As an agent of the Owners, the Board will pay all Common Expenses authorized by the Board.

N. **INSURANCE AND BONDS.** The Board will buy and keep in effect any insurance and bonds required or permitted by the Declaration or these Bylaws.

O. **SERVICES.** The Board will obtain any legal, accounting, and consulting services necessary or proper for the administration and operation of the Project or to interpret, enforce, or implement the Act, the HAR, the Condominium Documents, and any other material documents or decisions affecting the Project.

P. **PURCHASE OF GOODS.** Subject to any limitations contained within the Condominium Documents or by law, and if required by the Condominium Documents or by law, or if it is necessary or proper, in the Board's opinion, to operate the Project or to enforce the Condominium Documents, the Board may:

(i) Buy, lease, or otherwise procure any other materials, equipment, supplies, furniture, labor, and services,

(ii) Make repairs and structural alterations, and

(iii) Pay taxes and assessments and other Common Expenses.

If any materials, equipment, supplies, furniture, labor, services, repairs, structural alterations, insurance, taxes, or assessments are required because of the acts, misuse, or negligence of Owners or Occupants of a particular Unit, the Board will charge the costs of it as a special assessment to that Unit to the extent permitted by **Article VI, Section 3.B.**

Q. **DISCHARGE OF LIENS.** The Board may pay any amount necessary to discharge, directly or by bond, any item or encumbrance levied against the entire Project or any part of it that may, in the Board's opinion, constitute a lien against the Project or against the Common Elements rather than merely against the interest of particular Owners. If one (1) or more Owners is/are responsible for the existence of any such lien, they will be jointly and severally liable for the cost of discharging it or bonding against it, and the costs incurred by the Board by reason of such lien.

R. **PURCHASING UNITS**. Except as otherwise caused by the exercise of a Developer's Reserved Right to transfer Units to the Association, with the affirmative vote of sixty-seven percent (67%) of the Association, the Board may buy, lease, or otherwise acquire any Residential Unit on behalf of the Association, and obtain financing in connection therewith, the cost of which shall be a Residential Unit Class Expense; provided that the purchase of the Resident Manager Unit may be done by the Board without the vote of the Association pursuant to the Act. It may take title in the name of the Association or the Board may have someone else, such as a trustee, hold title.

S. **LEGAL PROCEEDINGS**. The Board may begin, defend, settle, or intervene on behalf of the Association in litigation, arbitration, mediation, or administrative proceedings in matters relating to (i) enforcement of the Condominium Documents; (ii) damage to the Common Elements to the extent that the Association is obligated to maintain and repair them; (iii) damage to any part of a Unit to the extent that the Association is obligated to maintain and repair it; or (iv) damage to the Units which arises out of, or is integrally related to, damage to any of the Common Elements or to any part of a Unit to the extent that the Association is obligated to maintain and repair them. Except as otherwise provided in Section 514B-161(b) of the Act, if the Board or an Owner requests mediation of a dispute, the other party in the dispute shall be required to participate in mediation. Each party shall be wholly responsible for its own costs of participating in mediation, unless at the end of the mediation process, both parties agree that one (1) party shall pay all or a specified portion of the mediation costs. If the Board or an Owner refuses to participate in the mediation of a particular dispute, a court may take this refusal into consideration when awarding costs and attorneys' fees. Notwithstanding the foregoing: (i) all claims regarding the design or construction of any part of the Project shall be resolved pursuant to Article XLVI of the Declaration, (ii) in no event may the Association begin, defend, settle, or intervene on behalf of any one (1) or more Owners in litigation, arbitration, mediation, or administrative proceedings in matters for which only the Owner(s) has (have) standing to assert, and (iii) any claim raised or action brought on behalf of the Association, where the total amount in controversy is greater than TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00), shall first require the approval of at least seventy-five percent (75%) of Owners.

T. **MASTER ASSOCIATION**. The Project will be one of multiple projects located in "**Kaiāulu 'o Kaka'ako**" or the "**Community**." The Master Charter, Master Bylaws, and the other "Governing Documents" as defined in the Master Charter ("**Master Governing Documents**"), as the same may be amended and/or supplemented from time to time, create rules and regulations for operations and being a part of the Community, including, without limitation, any assessments, voting rights, design restrictions, and the design review process set forth therein, if applicable. By acquiring an interest in the Project, each Owner agrees to carefully review, observe, and comply with all covenants, conditions, restrictions, and other requirements to which the Project is subject under the Master Charter, Master Bylaws, and other Master Governing Documents, including a payment of such sums as may be assessed pursuant to such Master Charter or Master Bylaws ("**Master Assessments**"). Further, Developer shall have the reserved right, without the consent of any Owners or such Owners' mortgagees, to amend the Declaration, these Bylaws, and to enter into any agreements and to grant easements and to do all things necessary and convenient to effect and implement the purposes of the Master Charter, Master Bylaws, and other Master Governing Documents and to execute, record, and deliver any and all documents necessary to effect the same, including, but not limited to, any amendment to the Declaration, these Bylaws, and to the Condominium Map. In the event of a conflict between the Declaration, these Bylaws, and the Master Charter, Master Bylaws, and/or the other Master Governing Documents, the Master Charter, Master Bylaws, and/or other Master Governing Documents, as applicable, shall control. The Declaration, these Bylaws, and the Condominium Map and the Project shall be subordinated and subject to the Master Charter and the Master Bylaws, together with such rules and regulations promulgated pursuant thereto.

Individual Unit Owners will not become members of the Kaiāulu 'o Kaka'ako Owners Association ("**Master Association**") and, in most instances, will not have direct voting rights in the Master Association. The Association will be the member of the Master Association for the Project. The Association and the Owners shall be responsible for certain shared costs for the maintenance and upkeep of any Community common areas and other services and use areas shared among the projects in the Community and described in the Master Charter and Master Bylaws. The Master Association has the right to lien a Unit in the event of nonpayment of any Master Assessments by the Association or the Unit Owner.

Section 2. **MANAGING AGENT.**

A. **MANAGING AGENT.** No later than after the termination of the Developer Control Period: (i) the Association shall hire and at all times have a Managing Agent to perform the fiscal and administrative management of the Project and physical management of the Common Elements and Limited Common Elements appurtenant to more than one (1) Unit, excluding any Limited Common Elements exclusively appurtenant to Commercial Units to the exclusion of any Residential Unit, the cost of which shall be a Residential Unit Class Expense. The Commercial Unit Class, may in its sole discretion and expense, employ a separate managing agent to perform the physical management of the Commercial Unit(s), Commercial Limited Common Elements, and/or Commercial Unit Limited Common Elements.

B. **QUALIFICATIONS.** The Managing Agent must be properly registered with the Real Estate Commission of the State and meet all of the requirements specified in Section 514B-132 of the Act.

C. **SELECTION.** Developer shall have the right to choose, and employ the first Managing Agent. Upon the expiration of the Developer Control Period, the Board may retain the Managing Agent or choose a replacement Managing Agent. The Board must use its best efforts to hire and keep a reputable, qualified, corporate company as the Managing Agent.

D. **MANAGEMENT AGREEMENTS.** The Managing Agent must enter into a Management Agreement with the Association. Subject to the requirements of the Act:

(i) **Powers and Duties.** The Management Agreement may delegate to the Managing Agent any of the Board's powers and/or Officers' duties, except those that, by law or under the Condominium Documents, cannot be delegated. In all cases, the Managing Agent will be subject to the direction of the Board.

(ii) **Term.** The Management Agreement:

(a) Shall provide for an initial term of not more than one (1) year from the date on which the Managing Agent must begin its performance.

(b) Shall provide that the contract will be renewed automatically unless a written notice canceling the Management Agreement is sent by either party to the contract at least sixty (60) calendar days before its expiration.

E. **CANCELLATION OF THE MANAGEMENT AGREEMENT BY THE ASSOCIATION.** If applicable, the Management Agreement must give the Association the right to cancel in each of the following situations:

(i) **For Cause.** The Association must have the right to cancel the Management Agreement whenever the Managing Agent breaches or fails to observe or perform a material part of the Management Agreement and fails to cure its breach or default within the time permitted by the Management Agreement;

(ii) **Without Cause.** The Association must have the right to cancel the Management Agreement without cause on not more than sixty (60) calendar days' written notice; and

(iii) **Statutory Right.** The Association must have the right to cancel as provided in Section 514B-135(a) of the Act.

F. **CANCELLATION BY THE MANAGING AGENT.** The Management Agreement must provide that the Managing Agent has the right to cancel the Management Agreement on not more than sixty (60) calendar days' written notice.

G. **BOND.** From time to time, the Managing Agent must provide evidence satisfactory to the Board that it is bonded under a fidelity bond in the minimum amount required by the Act or any higher amount as the Board may reasonably require.

H. **PROJECT QUALITY STANDARD**. The Management Agreement shall contain a requirement that the Managing Agent operate the Project at a Project Quality Standard and further provide for the right of the Board to terminate the Management Agreement if the Project is not operated or maintained at such standard by the Managing Agent.

Section 3. **EMPLOYMENT OF SITE MANAGER OR RESIDENT MANAGER**. The Board may also contract with or employ a Site Manager or Resident Manager who may or may not be the Managing Agent. The Board will set the compensation of any Site Manager or Resident Manager. The Board may delegate to the Site Manager or Resident Manager any of its powers and duties except those that, by law or under the Condominium Documents, it cannot delegate. The Site Manager or Resident Manager shall be held to the same standard as the Managing Agent and shall operate the Project at the Project Quality Standard and further provide for the right of the Board to terminate any agreement with the Site Manager or Resident Manager if the Project is not operated or maintained at such standard by the Site Manager or Resident Manager. The cost of the Site Manager and/or Resident Manager shall be a Residential Unit Class Expense.

Section 4. **LIMITATIONS ON AUTHORITY TO ENTER INTO CONTRACTS**. Neither the Association nor the Managing Agent may enter into a contract to furnish goods or services for the Common Elements or to the Association for a period longer than one (1) year unless authorized by the vote or written consent of a Majority of Owners voting, subject to any applicable consent rights of the Commercial Director. This rule does not apply, however, to:

A. The Management Agreement.

B. A contract with a public utility company if the rates charged by it are regulated by the Public Utilities Commission. The term of the contract, however, must be the shortest term the supplier will accept at the regulated rate.

C. Prepaid casualty and/or liability insurance policies not lasting more than three (3) years, provided that the policy permits "short-rate cancellation" by the insured.

D. Agreements for cable or satellite television, internet, elevator, escalator, photovoltaic systems, and refuse services and equipment for ten (10) years or less provided that neither Developer nor Managing Agent owns, directly or indirectly, ten percent (10%) or more of the provider or supplier.

E. Agreements for sale or lease of burglar alarm and fire alarm equipment, installation, and services for ten (10) years or less provided that neither Developer nor Managing Agent owns, directly or indirectly, ten percent (10%) or more of the supplier.

F. Any other contract for three (3) years or less so long as the Association can cancel it after no more than one (1) year without cause, penalty, or other obligation upon not more than ninety (90) calendar days written notice of termination to the other party.

Section 5. **LIMITS ON ASSOCIATION AUTHORITY**. The Association shall not:

A. Incur expenditures for Capital Upgrades (discussed in Article VII of the Declaration) without following the requirements set forth in Sections VII.C and VII.D of the Declaration; or

B. Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

C. Take any action which is inconsistent with any and all limitations imposed upon the Association by the Condominium Documents.

D. Exercise its authority herein without the approval of the Unit Class Director(s), Developer, and/or Owner, as applicable, where such approval is expressly required under the Condominium Documents.

Section 6. **RESTRICTIONS ON RENTING OR SELLING UNITS BY ASSOCIATION EMPLOYEES.** An employee of the Association may not engage in renting or selling Units in the Project except for Units owned by the Association, unless such activity is approved by vote of Owners as required by the Act.

Section 7. **HOUSE RULES.** The Board may adopt, publish, and enforce fair and reasonable House Rules governing the operation and use of the Common Elements, Residential Limited Common Elements, Residential Unit Limited Common Elements, and Residential Units. Developer may adopt the initial House Rules. The Board may revise the House Rules from time to time; provided that any revision impacting the Commercial Units, Commercial Limited Common Elements, or Commercial Unit Limited Common Elements may only be adopted with the approval of the Commercial Director. The House Rules must be consistent with the Declaration, these Bylaws, the Act, and the HAR. The Board shall enforce the House Rules in accordance with the Declaration and these Bylaws.

Section 8. **STOPPING VIOLATIONS BY OWNERS.**

A. **THE BOARD MAY STOP CERTAIN ACTIVITIES.** In addition to any other rights they may have, the Board and the Managing Agent may take action to stop any activity or condition that violates the law or the Condominium Documents or which poses an emergency, as defined in Section IV.F of the Declaration.

B. **THE BOARD MAY ENTER A UNIT.** The rights of the Board and the Managing Agent under **Article V, Section 8.A** include the right and power, with reasonable notice, to enter any Unit at any time and to use any reasonable means under the circumstances in an emergency, as defined in Section IV.F of the Declaration, and neither the Board nor the Managing Agent will be liable to the Owner for trespass for such entry.

C. **THE BOARD MAY FILE A LAWSUIT.** The rights of the Board and the Managing Agents under **Article V, Section 8.A** also include the right and power to file a lawsuit or other legal proceedings. For example, the Board may obtain a court order ordering the Owner to stop its activity or to abate any unsafe condition. The Owner must pay to the Association on demand all costs of any such lawsuit or other legal proceedings, including attorneys' fees.

D. **ABANDONED PROPERTY.** If anyone abandons any personal property in or on the Common Elements or Limited Common Elements appurtenant to more than one (1) Unit of the Project, the Board may sell it in a commercially reasonable manner, store it at the expense of its Owner, donate it to a charitable organization, or otherwise dispose of it as the Board chooses; provided that any disposition of personal property abandoned in the Commercial Limited Common Elements or Commercial Unit Limited Common Elements appurtenant to more than one (1) Commercial Unit shall be subject to the approval of the Commercial Director. However, the Board must do so in keeping with any legal requirements in the Act. The Association may keep any money from sale of the personal property except as otherwise provided by law.

ARTICLE VI

COMMON EXPENSES

Section 1. **DESIGNATION OF COMMON EXPENSES.** "**Common Expenses**" means all charges, costs, and expenses as described in Section XI.A of the Declaration.

Section 2. **BUDGET AND RESERVES.** The Board must prepare and adopt an annual operating budget and provide copies of such budget to Owners. The budget must contain any information required by the Act and the HAR. The Commercial Director must submit the proposed budget for the Commercial Units and their Limited Common Elements, including replacement reserves, at least thirty (30) calendar days prior to the date the Association shall present the budget to Owners as required by the Act.

A. **BUDGET.** The annual operating budget shall be prepared in accordance with the requirements set forth in Section 514B-148 of the Act and the HAR.

B. **RESERVE FUNDS.**

(i) **Replacement Reserves**. The Association must establish replacement reserves for Capital Upgrades, as required by law. The Association may set up any additional replacement reserves that the Board determines to be necessary or prudent. As required by the Act and the HAR, the Board shall calculate the Association's estimated replacement reserves based on a reserve study developed in compliance with the Act. The term, "**Association Property**" as used in the HAR governing the reserve study shall refer to all Common Elements with the responsibility for the Common Elements divided according to whether the Common Element is a Common Element not otherwise designated as a Limited Common Element, a Limited Common Element appurtenant to all Commercial Units, a Limited Common Element appurtenant to all Residential Units, or a Limited Common Element solely appurtenant to one (1) Unit. The Association must compute the estimated replacement reserves in the manner required by the Act and the HAR and shall set up separate replacement reserves. The annual operating budget must include all sums required to fund the replacement reserves in accordance with the Declaration, the Act, and the HAR. It may also include any greater amounts that the Board chooses in the exercise of its reasonable business judgment. Reserves may be used for those purposes required by the Act and the HAR. Neither the Association, nor any Owner, Director, Officer, Managing Agent, or employee of the Association who makes a good faith effort to calculate the estimated replacement reserves for the Association will be liable if that estimate later proves incorrect. The Commercial Director shall assume the responsibility of the Board to establish replacement reserves for Commercial Limited Common Elements as a Commercial Unit Class Expense and the Residential Directors shall assume the responsibility of the Board to establish replacement reserves for Residential Limited Common Elements as a Residential Unit Class Expense; provided that any replacement reserves budgeted for any shared areas that serve the entire Project, if any, shall be coordinated by the Board to ensure consistency and efficient use of Association funds. Replacement reserves for the Common Elements that are not otherwise designated as Limited Common Elements shall be assessed as a Common Expense. As permitted by Section 514B-148 of the Act, the requirements of Section 514B-148 of the Act shall override any requirements in the Declaration or these Bylaws with the exception of: (a) any provision in the Declaration, these Bylaws, or any other Condominium Documents that require the Association to collect more reserves than are required under Section 514B-148 of the Act; or (b) any provisions in the Declaration, these Bylaws, or any other Condominium Documents that relate to upgrading the Common Elements, such as additions, Improvements, and alterations to the Common Elements.

(ii) **Budget Limitation**. The Board may not exceed its total adopted annual operating budget by more than twenty percent (20%) during the fiscal year to which the budget relates, except in emergency situations, as set forth in Section 514B-148(e) of the Act or with the approval of a Majority of the Unit Class affected. Prior to the imposition or collection of an Assessment under this Section that has not been approved by a Majority of the affected Unit Class, the Board shall adopt a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to Owners with the notice of Assessment.

(iii) **Operating Reserves**. Subject to **Article VI, Section 4.B(iv)** of these Bylaws, the Board may establish and maintain an operating reserve by monthly Assessment against (and payment by) all Owners for operating expenses in proportion to their respective Common Interests, Class Common Interests, or as may be required by sub-metering pursuant to Section XI.E of the Declaration; provided that, the Commercial Director shall assume the responsibility of the Board to establish operating reserves for Commercial Limited Common Elements as a Commercial Unit Class Expense, and the Residential Directors shall assume the responsibility of the Board to establish operating reserves for Residential Limited Common Elements as a Residential Unit Class Expense. Neither the Association, nor any Owner, Director, Officer, Managing Agent, or employee of the Association who makes a good faith effort to calculate the estimated operating reserves for the Association will be liable if that estimate later proves incorrect. The reserves shall be set forth in the Association budget.

(iv) **Other Reserves**. The Association may establish working capital reserve Improvement funds and other reserve funds that the Board deems necessary; provided that, any funds established that impact the Commercial Units shall be subject to the consent of the Commercial Director.

(v) **Limitation**. Operating reserves collected for Commercial Unit Class Expenses may not be expended for any other purpose and are subject to the consent of the Commercial Director.

(vi) **Owners' Interest in Reserves**. Except upon termination of the condominium property regime created by the Declaration, the interest of any Owner in the reserves of the Association:

(a) Cannot be withdrawn or assigned separately, and

(b) Will be transferred automatically with each transfer of the Unit, whether or not expressed in the deed or other transfer document.

Section 3. **ALLOCATION OF COMMON EXPENSES**.

A. **COMMON EXPENSES**. All Common Expenses shall be set forth in the Association budget in accordance with the Declaration and shall include the following:

(i) **Unit and Limited Common Element Expenses**. All charges, costs, and expenses incurred by the Association directly attributable to one (1) or more Unit(s) or any Limited Common Elements appurtenant to one (1) or more Unit(s), including, but not limited to, utility costs, all costs of maintenance, repair, replacement, additions, and Improvements to the Unit(s) or said Limited Common Elements appurtenant and reserves therefor, (other than Commercial Unit Class Expenses and Residential Unit Class Expenses), shall constitute Limited Common Element Expenses of the Project for which only Owners of the such Unit or Units shall be liable. The share of Limited Common Element Expenses attributable to each such Unit will be in proportion to each Unit's relative Common Interest set forth in the Declaration. The Board may arrange to handle the maintenance and upkeep of any Limited Common Element appurtenant to one (1) or more Unit(s) and may require the Owner(s) pay for such cost.

(ii) **Commercial Unit Class Expenses**. All charges, costs, and expenses incurred by the Association directly attributable to the Commercial Limited Common Elements, including, but not limited to, utility costs, all costs of maintenance, repair, replacement, additions, and Improvements thereto, and reserves therefor, as well as any other items designated as Commercial Unit Class Expenses by the Declaration or these Bylaws shall constitute Commercial Unit Class Expenses of the Project for which only the Commercial Unit Class shall be liable. The share of Commercial Unit Class Expenses attributable to each Commercial Unit will be equal to the Commercial Class Common Interest of that Unit.

(iii) **Residential Unit Class Expenses**. All charges, costs, and expenses incurred by the Association directly attributable to the Residential Limited Common Elements, including, but not limited to, utility costs, all costs of maintenance, repair, replacement, additions, and Improvements thereto and reserves therefor, as well as any other items designated as Residential Unit Class Expenses by the Declaration or these Bylaws shall constitute Residential Unit Class Expenses of the Project for which only the Residential Unit Class shall be liable. The share of Residential Unit Class Expenses attributable to each Residential Unit will be equal to the Residential Class Common Interest of that Unit.

Special Costs shall be apportioned pursuant to an Alternative Allocation among and/or between the Commercial Unit Class and the Residential Unit Class based on a fair and equitable apportionment in accordance with Section 514B-41 of the Act, subject to the unanimous approval of the Board.

B. **SPECIAL ASSESSMENTS AGAINST OWNERS AT FAULT**. The Association will charge a special assessment to a Unit to pay for all charges, costs, and expenses incurred by the Association due to the negligence, misuse, or neglect of the Owner or his or her Occupants, tenants, guests, invitees, or licensees. The Association will not charge a special assessment if the cost and expense is reimbursed or paid by insurance proceeds but may charge as a special assessment the deductible amount, subject to the notice and hearing requirements of Section 514B-143 of the Act. Any special assessment charged under this Section will be secured by the lien of the Association described in **Article VI, Section 8.A**. Special assessments may be included in Common Expenses if the special assessment is for the purchase or lease of any Unit by the Association, as permitted under the Act or the Bylaws.

Section 4. **ASSESSMENTS.**

A. **WHEN ASSESSMENTS BEGIN**. Assessments for Common Expenses shall be made based on a budget initially prepared by Developer and adopted by the Board during the Developer Control Period. The budget shall be distributed or made available to each Owner at least annually by the Board. Each Owner, including Developer, shall become obligated for the payment of the share of Common Expenses allocated to the Owner's Unit from and after the date specified in a written notice from Developer as permitted by Section 514B-41(b) of the Act. Developer shall mail the written notice to Owners, the Association, and the Managing Agent, if any, at least thirty (30) calendar days before the specified date. Prior to such date, Developer shall assume all the actual expenses in the Project pursuant to the provisions of Section 514B-41(b) of the Act. After the date specified in the notice, Assessments will be payable in advance in monthly installments on the first day of each month, or at any other time that the Board chooses.

B. **AMOUNT OF ASSESSMENTS.**

(i) **Regular Assessment**. Each year the Board will set the amount of the "**Regular Assessments**" based on the Common Expenses for each Unit established by the budget and the requirements of the Condominium Documents. The Board may increase the amount of the Regular Assessments during the year.

(ii) **Special Assessments**. If for any reason the Regular Assessments are or will be inadequate to pay the expenses for which such Regular Assessment is designated, the Board must estimate the shortfall. The Board must then (a) increase the next year's budget, or (b) charge a "**special assessment**." The Board may also charge a special assessment in any other circumstances permitted by law or by these Bylaws or the Declaration.

(iii) **Notice of Assessments**. Any time that the Board increases the Regular Assessment or charges a special assessment, it must give written notice of the increase or special assessment to each Owner. The notice must state the amount of the increase or of the special assessment for the Owner or the Owner's Unit. The Board must send the notice at least thirty (30) calendar days before the increase or special assessment takes effect.

(iv) **Limits on Assessments**.

(a) Assessments are limited by the budget limitation set forth in **Article VI, Section 2.B(ii)** herein.

(b) Assessments related to Capital Upgrades are governed by Sections VII.C and VII.D of the Declaration and Assessments related to Extraordinary Actions are governed by Section VII.E of the Declaration.

C. **TREATMENT OF ASSESSMENTS**. Any part of Assessments used or to be used by the Association for any capital expense or major repairs or remodeling, including, but not limited to, replacement of the roof, exterior painting of the building, and resurfacing of parking areas, will be treated as a capital contribution by the Owner that was assessed and paid for such items. It will be credited by the Association on its books as paid in surplus. It will not be treated as income to the Association or to Owners.

Section 5. **HANDLING AND PAYMENT OF ASSOCIATION FUNDS.**

A. The funds in the general operating account of the Association must not be commingled with funds of other activities such as lease rent collections and rental operations (except to the extent permitted by Section 514B-149 of the Act). The Managing Agent must not commingle any Association funds with the Managing Agent's own funds.

B. All funds collected by the Association or by the Managing Agent, must be deposited, held, transferred, invested, and paid out in accordance with the requirements of the Act.

Section 6. **PAYMENT AS AGENT**. Each Owner, as principal, is liable for and must pay his or her share of the Common Expenses. The amount an Owner must pay will be set in accordance with the Declaration and these Bylaws. Except as otherwise provided in these Bylaws or in the Declaration, on behalf of Owners the Board may pay all Common Expenses or cause them to be paid. The Board may require the Managing Agent to assist in these duties. The Board and the Managing Agent will transmit the payments made by Owners to third persons to whom the payments must be made by the Owner. Neither the Board nor the Managing Agent, however, is liable for payment of the Common Expenses of any Owner.

Section 7. **DUTY TO PAY; INTEREST AND LATE CHARGES.**

A. **PERSONAL OBLIGATION TO PAY**. Each Owner is personally obligated to pay, on time, all applicable Assessments charged to the Owner or to his or her Unit. If a Unit is owned by more than one Person, each of them will be jointly and severally liable for the Assessments. The amount of an Assessment will become the personal debt of the Owner as of the date when it is assessed. By acquiring a Unit, an Owner promises to pay all applicable Assessments charged to him or her, or to his or her Unit.

B. **INTEREST AND LATE CHARGES**. All sums not paid within thirty (30) calendar days after the due date will be subject to (i) interest at a rate set by the Board or, if no rate is set, then at one percent (1%) per month from the due date until paid; and (ii) a late charge equal to the greater of Fifty Dollars ($50.00) or ten percent (10%) of the amount due. An Owner must also pay all costs of collection, including reasonable attorneys' fees.

C. **HOW PAYMENTS WILL BE APPLIED**. Payments will be applied first to Common Expenses (less any Unit Class Expenses), then to Unit Class Expenses, then to attorneys' fees, costs and expenses, then to late charges, then to interest.

Section 8. **ENFORCEMENT**.

A. **ASSOCIATION LIEN**. The Association has a lien on each Unit for all Assessments charged to that Unit or to its Owner, including late charges, interest, costs of collection, and reasonable attorneys' fees. If the Owner fails to pay these amounts, the Association may foreclose its lien in accordance with applicable law and the Condominium Documents. The Association's lien is prior to all other liens, except:

(i) Liens for taxes and assessments lawfully imposed by governmental authorities against the Unit and which, by law, have priority over the Association's lien, and

(ii) The lien for sums unpaid (plus costs and expenses including attorneys' fees provided in the Mortgage) on any Mortgage that is recorded before the Association records a Notice of Lien (as hereinafter defined).

B. **ASSOCIATION REMEDIES**. If an Owner fails to pay any amount assessed to him or her, or to his or her Unit, then in addition to any other remedies the Board may have, the Board may enforce the obligation to pay those amounts as follows:

(i) **Notice of Lien**. At any time after an Owner defaults, the Board or the Managing Agent may give a notice to the defaulting Owner. The notice must state the amount owed and the date when it became due. If this amount is not paid within ten (10) business days after the notice is delivered, the Board or the Managing Agent may file or record a "**Notice of Lien**" against the Owner's Unit. The Notice of Lien must be signed and acknowledged by any two (2) or more Directors or Officers of the Association, the attorney for the Association, or the Managing Agent. Whether or not a Notice of Lien is filed or recorded, the Board will have all remedies provided in these Bylaws, the Declaration, and the Act on account of the default. Each default will be a separate basis for a Notice of Lien, but a single Notice of Lien may cover more than one default, and may include defaults between the date of the Notice of Lien and the date of the sale.

(ii) **Foreclosure of Lien**. The Board or the Managing Agent, acting on behalf of the Association, may foreclose the Association's lien in a manner like a Mortgage foreclosure, by filing a lawsuit for foreclosure, or using the non-judicial or power of sale foreclosure procedures authorized by law. The

Owner shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect the rental owed. The Board or the Managing Agent must give to an Owner at least ten (10) business days prior written notice of the Association's intent to foreclose. It must send this notice by registered mail. The Managing Agent, acting on behalf of the Association and as directed by the Board, may bid on the Unit at the foreclosure sale and may acquire, hold, lease, Mortgage, and convey the Unit. The Association may offset the Owner's debt against the amount bid at the sale. The Association may also accept a deed of the Unit to the Association (or to a trustee holding title for the Association) in place of foreclosure.

(iii) **Lawsuit**. The Association may file one or more lawsuits to enforce an Owner's obligation to pay Assessments. The Association may file a lawsuit to recover a money judgment for the unpaid Common Expenses without foreclosing or waiving its lien for those expenses. The Association may not file a lawsuit unless a Majority of the Board authorizes it at a regular or special Board meeting. The Board may file the suit on behalf of the Association. The Managing Agent may file the suit on behalf of the Association if the Board authorizes it to do so in writing.

(iv) **Cancellation of Notice of Lien**. On behalf of the Board, any two (2) Directors or Officers of the Association or the Managing Agent will sign, acknowledge, and deliver to the Owner a document canceling a Notice of Lien if the Board receives payment in full of the amount claimed to be due and owing (including interest, late fees, any costs of enforcement, and attorneys' fees) and the Owner asks for the cancellation document and pays a reasonable fee for such document.

(v) **Termination of Right to Use Common Elements**. Pursuant to the procedures, requirements, and rights specified in Section 514B-146(h) and (i) of the Act, the Association may terminate a defaulting Owner's right of access to and use of the Common Elements other than as may be strictly required for access to the Unit and may also stop supplying any defaulting Owner with any and all services normally supplied or paid for by the Association.

Section 9. **WAIVER**. In one or more cases, the Board may not insist on strict performance of or compliance with the covenants of an Owner under the Condominium Documents, or may not use some or all of the rights and powers that the Board has to enforce compliance. This does not mean, however, that the Board has waived the right to do so. Instead, the covenants of each Owner will remain in full force and effect and the Board will continue to have all of its rights and powers to enforce them despite any failure to do so in the past. Whether or not the Board knows that an Owner has violated the Condominium Documents, it may receive and accept any money paid by the Owner without waiving the Owner's breach. The Board will not be deemed to have waived any provision of the Condominium Documents, expressly or by implication, unless the Board expressly states the same in a document that is signed by an Officer pursuant to authority contained in a resolution of the Board.

Section 10. **ASSESSMENT DISPUTES**.

A. **STATEMENT OF UNPAID AMOUNTS**. No Owner may withhold any Assessment claimed by the Association. An Owner who disputes the amount of an Assessment may request a written statement clearly indicating (1) the amount of Common Expenses included in the Assessment, including the due date of each amount claimed; (2) the amount of any penalty, late fee, lien filing fee, and any other charge included in the Assessment; (3) the amount of attorneys' fees and costs, if any, included in the Assessment; and (4) other such matters as provided in Section 514B-146(d) of the Act. Upon receipt of such a request, the Association, or the Managing Agent on behalf of the Association, must provide a written statement disclosing this information and anything else required by the Act or the HAR.

B. **ASSESSMENT DISPUTES**. An Owner who pays the Association the full amount claimed by the Association may still contest the Assessment in the manner provided in the Act.

Section 11. **LIABILITY OF ANYONE WHO ACQUIRES TITLE THROUGH FORECLOSURE**. In this Section, "**New Owner**" means a Lender or anyone else who obtains title to a Unit as a result of the foreclosure of a Mortgage. A New Owner and its successors and assigns are not liable for the share of the Common Expenses or Assessments charged to the Unit and which became due before the New Owner took title. Instead, those unpaid amounts will be Common Expenses collectible from Owners, including the New Owner and his or her successors and assigns and will be allocated in accordance with Section XI.A of the Declaration. The

Board may specially assess the amount of the unpaid regular monthly Common Expenses against a mortgagee or other purchaser who, in a judicial or non-judicial power of sale foreclosure, purchases a delinquent Unit; provided that the mortgagee or other purchaser may require the Association to provide at no charge a notice of the Association's intent to claim lien against the delinquent Unit for the amount of the special assessment, prior to the subsequent purchaser's acquisition of title to the delinquent Unit, which notice shall state the amount of the special assessment, how that amount was calculated, and the legal description of the Unit. A New Owner will be deemed to acquire title and is required to pay the Unit's share of Common Expenses and Assessments beginning at the time stated in the Act or, if not stated, then, the earlier of: (1) thirty-six (36) calendar days after the order confirming the sale to the purchaser has been filed with the court; (2) sixty (60) calendar days after the hearing at which the court grants the motion to confirm the sale to the purchaser; (3) thirty (30) calendar days after the public sale in a nonjudicial power of sale foreclosure, pursuant to Chapter 667 of the Hawaii Revised Statutes; or (4) the date when the deed is recorded.

Section 12. **LIABILITY FOR UNPAID COMMON EXPENSES.**

A. In this Section, "**Existing Owner**" means the Owner who transfers a Unit, and "**New Owner**" means the Person to whom the Unit is transferred. If a Unit is transferred voluntarily and not as a result of foreclosure, the New Owner will be jointly and severally liable with the Existing Owner for all unpaid Assessments against the Existing Owner for his or her share of the Common Expenses up to the time of the transfer subject to any limitations in Section 514B-146(u) of the Act. This does not limit the New Owner's right to recover from the Existing Owner the amounts paid by the New Owner for these unpaid Assessments.

B. Both the Existing Owner and the New Owner have the right to ask the Managing Agent or the Board for a letter listing any unpaid Assessments against the Existing Owner or his or her Unit. Within twenty (20) business days after receiving the request, the Board or the Managing Agent must provide the letter. The letter will state the amount of the unpaid Assessments against the Existing Owner. The New Owner is not liable for, and the Unit will not be transferred subject to a lien for, any unpaid Assessments against the Existing Owner in excess of the amount stated in the letter except for the amount of any check that is later dishonored and that is mentioned in the letter as having been received within the thirty (30) day period immediately preceding the date of the letter.

Section 13. **ABANDONMENT OF UNIT; DEED TO BOARD.** An Owner cannot avoid liability for Assessments by not using or by abandoning his or her Unit or by waiving his or her rights to use or enjoy the Common Elements. With the unanimous consent of the Board, any Owner may deed his or her Unit and its Common Interest to the Association on behalf of all other Owners. The Owner will not be liable for any Common Expenses charged after the deed is accepted by the Association and is recorded.

Section 14. **TAXES AND ASSESSMENTS.**

A. Each Owner (i) must take reasonable steps to see that the government assesses any taxes on his or her Unit and its Common Interest and on any personal property or any other interest of the Owner separately from taxes on other Units or other Owners, and (ii) must pay those taxes.

B. If, in the opinion of the Board, any taxes or assessments may be a lien on all or any part of the Common Elements, the Board may pay those taxes or assessments as part of the Common Expenses. Any such taxes or assessments which may be a lien on the Common Elements shall be Common Expense, any such taxes or assessments that may be a lien on the Commercial Limited Common Elements shall be a Commercial Unit Class Expense, and any such taxes or assessments that may be a lien on the Residential Limited Common Elements shall be a Residential Unit Class Expense. Each Owner must pay to the Board his or her proportionate share of any Assessment by the Board for any such taxes or assessments paid by the Board. Owners must make these payments at the time and in the manner that the Board directs. Any Assessments charged by the Board under this Section will be secured by the Association's lien under **Article VI, Section 8.A** and the non-paying Owner shall be required to reimburse the Board for any amount paid by the Board in connection therewith, including, without limitation, attorneys' fees and other expenses incurred in charging and collecting the amount owed.

Each Owner must sign any documents and take any action that the Board reasonably requires to facilitate dealing with the proper governmental authority regarding taxes and assessments.

Section 15. **UTILITY EXPENSES.** All utilities serving a Unit Class or the Limited Common Elements appurtenant thereto shall be separately metered from the utilities servicing another Unit Class and the Limited Common Elements appurtenant thereto and the Common Elements whenever possible. If not possible, then calculations shall be made pursuant to the provisions of the Declaration. The cost of utility services for the Common Elements is a Common Expense. The cost of utility services for the Commercial Limited Common Elements is a Commercial Unit Class Expense, and the cost of utility for the Residential Limited Common Elements is a Residential Unit Class Expense.

A. The cost of utility services to any Unit or Limited Common Elements that are separately metered, sub-metered, or check metered shall be calculated based upon actual usage and shall be payable by the Owner of such Unit or the Owner(s) of the Unit(s) to which such Limited Common Element is appurtenant, payable directly to the service provider if a separate bill is rendered (in which case the amounts owed and payable to the service provider shall not be or be deemed to be Common Expenses), or otherwise payable to the Association on demand (in which case the amounts owed and payable to the Association shall be and be deemed to be Common Expenses). If utility services are separately metered, sub-metered, or check metered to a group of Units (for example, to all Commercial Units or to all Residential Units), the share of the costs and expenses allocated to and payable by each Unit in the metered group shall be based upon each Unit's actual usage of the group metered utilities; provided, however, that if it is not reasonably possible to determine accurately each Unit's actual usage of the metered utilities relative to the other Units in the group, then each Unit's share of the group metered utility costs and expenses shall be calculated based upon relative Class Common Interest if metered solely within a Unit Class or by relative Common Interest if metered to one or more Units in the Residential Unit Class and Commercial Unit Class. Unless otherwise permitted or required by the utility service provider(s), Owners of Units that are separately metered, sub-metered, or check metered shall be responsible for all costs and expenses of the maintenance, repair, and replacement of all metering equipment installed in or for their Units.

B. If utility or other services (including, by way of example but not limitation, television cable, internet, and digital telephone service) are purchased by the Association as a bundled utility package at a negotiated but adjustable flat rate and provided to some or all of the Units, each Unit that is designated to receive such utilities or services shall be assessed separately, an equal share of the flat rate charged by the provider to the Association.

C. For all utility and other service expenses billed to the Association for Limited Common Elements appurtenant to more than one (1) Unit and not separately metered, sub-metered, or check metered, or not provided as part of a bundled utility package for which the Association pays a flat rate, the Board shall allocate a share of such utility or service expenses as provided in the Declaration.

D. If any Owner fails to pay his or her share of all such costs and expenses that are payable to the Association, the Association shall have all of the rights and remedies against the Owner available to the Association for an Owner's failure to pay his or her share of Common Expenses.

Section 16. **COLLECTION FROM TENANT.** An Owner may rent or lease his or her Unit. If an Owner does so and if the Owner is in default for thirty (30) calendar days or more in paying the Unit's share of the Common Expenses, then for so long as the default continues, the Board may demand in writing and receive from the Owner's tenant any rent due up to the full amount owed by the Owner to the Association, including interest, if any. Any such demand or acceptance of rent from any tenant shall not be deemed to be a consent to or approval of any lease by the Owner or a release or discharge of any of the obligations of the Owner under the Condominium Documents, or an acknowledgement or surrender of any rights or duties under the Condominium Documents. If the Board makes such a demand upon the tenant, the tenant shall be obligated to make the payments to the Board as demanded; provided, however, that the Board may not exercise this right if a receiver has been appointed to take charge of the Unit pending a Mortgage foreclosure, if a mortgagee is in possession pending a Mortgage foreclosure, or if Developer is the Owner; provided, that for Commercial Units, any right for collection of a tenant shall be subject to any lease and the consent of the Commercial Director, which consent shall not be unreasonably withheld or delayed. The Association may not demand that the tenant pay more than the amount of rent due from the tenant to the Owner under the lease or rental arrangement. Any amount paid by the tenant under this Section will discharge that amount of payment from the tenant's rent obligation. Even if the Board demands and receives any rent from a tenant, this will not release or discharge (i) any obligations of the Owner remaining unpaid

or unperformed, (ii) any other duties of the Owner, or (iii) any rights of the Association under the Condominium Documents. The Board must comply with the requirements of the Act when exercising its rights under this Section.

Section 17. **AUDITS**. Except as otherwise permitted by the Act, each year the Association must have a public accountant or accounting firm conduct an audit of the Association's financial accounts and at least one (1) unannounced verification of the Association's cash balance. The Association will furnish to Owners copies of the audit and any other financial statements at the times and in the manner stated in the Act.

Section 18. **FINANCIAL REPORTS**.

A. **FINANCIAL STATEMENTS**. The Association must prepare and send the following statements to each Owner:

(i) **The Budget**. At least thirty (30) calendar days before the fiscal year starts the Association must send to Owners the approved budget for that year.

(ii) **The Annual Report**. The Association must send an annual report to each owner within ninety (90) days after the end of each fiscal year. The Commercial Director must submit their annual report to the Association at least sixty (60) calendar days after the end of the fiscal year to be incorporated into the Project annual report. The annual report must include:

(a) A balance sheet showing the assets, liabilities, and net worth of the Association at the end of the fiscal year;

(b) An operating (income) statement for the fiscal year;

(c) A statement of the net changes in the financial condition of the Association for the fiscal year; and

(d) Any other information required by the law of any jurisdiction (for example, another state) where the Project is registered for public sale.

B. **REPORTS**. The Association will provide information and reports as required by Section 514B-154 of the Act and may utilize an internet site as permitted by such law.

ARTICLE VII

MAINTENANCE AND REPAIR AND USE

Section 1. **MAINTENANCE AND REPAIR OF UNITS**. Except as otherwise provided by law or in these Bylaws or in the Declaration:

A. **OWNERS' RESPONSIBILITIES**. At his or her own expense, the Owner must maintain and repair his or her Unit, and the Limited Common Elements solely appurtenant thereto, and keep them in good order and condition at all times.

(i) This duty includes, for example, the obligation to repair and maintain and keep in good order and condition:

(a) The interior decorated or finished surfaces of all walls, floors, and ceilings of a Unit and any lanai and Improvements thereon, and

(b) All installations for water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights, and all other fixtures and accessories. This applies only to installations, fixtures and accessories that are part of the Unit or the Limited Common Elements appurtenant solely to such Unit.

(c) All mechanical, electrical, and plumbing components of his or her Unit and the Improvements therein in strict accordance with all applicable maintenance requirements, operating

standards, and guidelines (i) of or promulgated by any governmental agency, (ii) set forth in any manufacturer's or supplier's operating manuals or maintenance and care documents for said fixtures and equipment, and (iii) as may be set forth from time to time in the Condominium Documents.

(ii) Each Owner of a Unit shall be responsible for performing the following with respect to the Unit and any Limited Common Elements solely appurtenant thereto in order to prevent or eliminate the occurrence of mold growth in the Unit and at the Project:

(a) Maintain and properly service the Owner's air conditioning system and keep it in full working condition.

(b) Promptly clean up spills, condensation, and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in the Unit or on the Limited Common Elements appurtenant solely to the Unit. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.

(c) Inspect for leaks on a regular basis. Look for discoloration or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditions) for mold growth. Take notice of musty odors and any visible signs of mold.

(d) Should mold develop, thoroughly clean the affected area with a mild solution of bleach or other appropriate mold-killing agent. Discard affected porous materials, such as fabric, upholstery or carpet. Should the mold growth be severe, call on the services of a qualified professional cleaner.

(iii) Each Owner is liable for all loss or damage caused by his or her failure to perform any such work diligently. If the Owner fails to perform such work after reasonable notice from the Association, the Association may undertake and charge the cost of performing such work to the Owner pursuant to Section XI.F of the Declaration.

(iv) Each Owner will take such steps as may be required to prevent excessive oil spills upon the parking stall that is a Limited Common Element appurtenant to such Owner's Unit.

(v) Each Owner will take such steps as may be required to prevent pests, such as roaches and ants, from infesting such Owner's Unit.

B. **DAMAGE TO COMMON PROPERTY**. Every Owner:

(i) Must reimburse the Association promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the Common Elements or any furniture, furnishings, and equipment owned by the Association caused by that Owner or by any person under such Owner to the extent permitted under Section XI.F of the Declaration, and

(ii) Must give to the Managing Agent notice of any such loss or damage or other defect in the Project promptly after discovering it.

Section 2. **COMMON ELEMENTS**.

A. **BOARD**. Subject to any approvals required under the Declaration, the Board may arrange for painting or repair of the Residential Limited Common Elements and Residential Unit Limited Common Elements, including, but not limited to, any walls or ceilings surrounding any lanai, outside doors, windows, trim, walls, railings, and other parts of the Residential Limited Common Elements and Residential Unit Limited Common Elements and may also choose the type and color of paint to be used. The Board shall assess each Residential Owner for his or her proportionate share of the painting and repairs or the Board may pay for it using the reserve funds designated for such purpose. However, the cost of painting and repairs due to negligence, misuse, or neglect of an Owner or other Occupant, or someone under either of them, may be charged as a special assessment pursuant to Section XI.F of the Declaration.

B. **COMMERCIAL DIRECTOR**. The Commercial Limited Common Elements and Commercial Unit Limited Common Elements shall be maintained, repaired, and replaced through the Commercial Director or a managing agent designated by the Commercial Unit Class as and to the extent set forth in Section VII.B of the Declaration until the Commercial Director notifies the Board in writing to the contrary and upon such notice the Board shall be responsible for such maintenance, repair, and replacement of such Project components designated by the Commercial Director in such notice; provided that any costs or expenses associated with such maintenance, repair, and/or replacement shall be a Commercial Unit Class Expenses, unless otherwise determined to be a Special Cost and Alternative Allocation.

C. **RESIDENTIAL DIRECTORS**. The Residential Limited Common Elements and Residential Unit Limited Common Elements appurtenant to two (2) or more Residential Units shall be maintained, repaired, and replaced by the Association, and any costs or expenses associated with such maintenance, repair, and/or replacement shall be a Residential Unit Class Expense, unless otherwise determined to be a Special Cost and Alternative Allocation.

Section 3. **MOLD PREVENTION**. The Board shall be responsible for doing the following with respect to the Common Elements and Limited Common Elements, excluding Limited Common Elements appurtenant solely to Commercial Units, in order to prevent or eliminate the occurrence of mold growth at the Project, the cost of which shall be a Residential Unit Class Expense: (a) regularly clean and repair roof gutters and correct any grading which does not slope away from the building foundation; (b) maintain and properly service Common Element and Limited Common Element air conditioning systems, if any, and keep them in proper working condition; provided that where a Limited Common Element air conditioning system services only one (1) Unit, the Owner of such Unit shall be responsible for such maintenance and service; (c) promptly clean up spills, condensation, and other sources of moisture; (d) thoroughly dry any wet surfaces or material and replace any materials that cannot be thoroughly dried, such as drywall or insulation; (e) inspect for leaks on a regular basis; repair any leaks promptly; (f) inspect condensation pans (refrigerators and air conditions) for mold growth; (g) should mold develop, thoroughly clean the affected area with a mild solution of bleach or other appropriate mold-killing agent; (h) discard affected porous materials, such as fabric, upholstery, or carpet and; (i) should the mold growth be severe, call on the services of a qualified professional cleaner. The Board and the Association, however, shall not be liable for mold growth at the Project or any efforts to clean and repair areas of the Project to reduce or eliminate mold or moisture.

Section 4. **ALTERATIONS AND ADDITIONS BY OWNERS.**

A. **PERMITTED ALTERATIONS**. An Owner may make additions, alterations, or Improvements solely within the Owner's Unit or within the Limited Common Element appurtenant to and for the exclusive use of the Owner's Unit as set forth in Article X of the Declaration.

B. **PROHIBITED ALTERATIONS**. Subject to the provisions of the Declaration and the Act, no Owner may make any alteration or addition to: (i) the Owner's Unit that adversely affects the Common Elements or (ii) any of the Common Elements including, without limitation, Common Elements within, encompassing or adjacent to the Owner's Unit.

C. **BOARD APPROVAL**. An Owner must not begin work on any alterations, additions, or Improvements that require Board approval as set forth in Sections X.D and X.F of the Declaration until such approval has been obtained.

Section 5. **ALTERATION OF THE PROJECT**. Except for Limited Common Elements to be maintained by Owners of Units to which they are appurtenant, whenever in the judgment of the Board, the Common Elements need additions or alterations, the Board can make the additions or alterations, provided that any alterations to the Commercial Limited Common Elements or Commercial Unit Limited Common Elements are subject to the approval of the Commercial Director, and provided further, that any consents required by Section X.F of the Declaration are obtained, in writing, in advance. The cost will be a Common Expense, except that the cost of any such work performed on any Commercial Limited Common Element shall be charged to the Commercial Unit Class, any such work performed on any Residential Limited Common Element shall be charged to the Residential Unit Class, and any such work performed on Unit Limited Common Elements shall be charged to the Owner(s) of the Unit(s) to which the Unit Limited Common Elements are appurtenant. Notwithstanding anything to the contrary

herein, but subject to the provisions of Section X.F of the Declaration, the Board shall have the authority to install or cause the installation of antennas, conduits, chases, cables, wires, and other television signal distribution and telecommunications equipment upon the Common Elements; provided that the same shall not be installed upon any Limited Common Element solely appurtenant to one (1) Unit without the consent of the Owner(s) of said Unit or upon any Commercial Limited Common Element without the consent of the Commercial Director. The installation of antennas, conduits, chases, cables, wires, and other television and telecommunications equipment upon the Common Elements by the Board shall not be deemed to alter, impair, or diminish the Common Interest and Common Elements appurtenant to each Unit or be a structural alteration or addition to any building different in any material respect from the Condominium Map; provided that no such installation shall directly affect any non-consenting Owner. Further, the Board shall be authorized to abandon or change the use of any television signal distribution and telecommunications equipment due to technological or economic obsolescence (which determination shall be within the Board's sole discretion) or to provide an equivalent function by different means or methods; and the abandonment or change of use of any television signal distribution or telecommunications equipment by the Board due to technological or economic obsolescence or to provide an equivalent function by different means or methods shall not be deemed to alter, impair, or diminish the Common Interest, Common Elements, and easements appurtenant to each Unit or to be a structural alteration to any building different in any material respect from the Condominium Map. For the purposes of this Section: (a) "**directly affects**" means the installation of television signal distribution and telecommunications equipment in a manner which would specifically, personally, and adversely affect an Owner in a manner not common to Owners as a whole, and (b) "**television signal distribution**" and "**telecommunications equipment**" shall include all present and future forms of communications technology.

Section 6. **OWNER APPROVAL.** Maintenance, repair, or replacement of any portion of the Project for which the Association is responsible costing in excess of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) in any one instance may be made by the Board only after obtaining approval of a Majority of Owners and each affected Commercial Unit Owner. This rule does not apply to Capital Upgrades which are governed by Sections VII.C and VII.D of the Declaration and shall not apply to maintenance, repairs or replacements:

A. Required by law or by the Declaration or these Bylaws;

B. Required due to an emergency threatening immediate and substantial damage to person or property;

C. Required to maintain or repair the Project as originally designed or constructed, or in accordance with any duly authorized changes to the Project or required by law;

D. For which replacement reserve funds have been established and substantially funded to cover at least ninety percent (90%) of the cost; or

E. Made by Developer when exercising the Developer's Reserved Rights, subject to the approvals set forth in the Declaration and these Bylaws.

ARTICLE VIII

ASSOCIATION RECORDS

Section 1. **CONDOMINIUM DOCUMENTS.** The Association must keep at the Site Manager's, Resident Manager's, or Managing Agent's office an accurate copy of the Declaration, these Bylaws, the House Rules, a sample original Unit Deed for a Residential Unit, and all public reports and any amendments to them. The Managing Agent must provide copies of those documents to Owners, prospective purchasers, and their prospective agents during normal business hours, upon payment to the Managing Agent of a reasonable charge to defray any administrative or duplicating costs.

Section 2. **MEMBERSHIP LIST.**

A. **THE ASSOCIATION MUST KEEP A LIST.** The Site Manager, Resident Manager, Managing Agent, or Board must keep an accurate and current list of names, addresses, mobile phone numbers, and email addresses of Owners and of any other party or person that has managerial control of the Unit, or who serves as the point of contact for such Unit. The list must include, among others, anyone who is buying a Unit under any Agreement of Sale. It must also include the names and addresses of each Lender whose name and address is furnished to the Association. The list will be maintained at a place designated by the Board. The Managing Agent, Site Manager, or Resident Manager shall not use or distribute any membership list, including for commercial or political purposes, without the prior written consent of the Board. All membership lists are the property of the Association and any membership lists contained in the Managing Agent's, Site Manager's, or Resident Manager's records are subject to this Section. The Managing Agent, Site Manager, Resident Manager, or the Board may not use the information contained in the membership lists to create any separate list for the purpose of evading this Section.

B. **RELEASE OF LIST.** The Association will make the list of Owners available, at cost, to any Owner who asks for it; provided that despite anything else stated in the Condominium Documents, the Association will not furnish the list of Owners or any copy of it, or any other documents from which a membership list may be compiled, nor allow anyone to inspect or make copies or extracts of the list or any other documents from which a list may be compiled, until after each of these conditions is satisfied:

(i) The Owner requesting the list must furnish to the Site Manager, Resident Manager, Managing Agent, or Board a duly executed and acknowledged affidavit stating that (a) the list will be used by that Owner personally and only for the purpose of soliciting votes or proxies or providing information to other Owners with respect to Association matters, and (b) the list will not be used by that Owner or furnished to anyone else for any other purpose.

(ii) The Owner requesting the list satisfies any other conditions to obtaining the list contained in the Act.

(iii) All other lawful conditions adopted by the Board pursuant to **Article VIII, Section 7.F** have been fully satisfied.

Section 3. **NOTICE TO BOARD/LENDERS.** An Owner who mortgages his or her interest in a Unit shall notify the Board of the name and address of his or her Lender and within ten (10) business days after the recordation of the Mortgage shall provide the Board with a true copy of the Mortgage as recorded in the Bureau. The Board shall maintain such documents in a file entitled "Mortgages of Units." All notices permitted or required to be given to an Owner pursuant to these Bylaws or the Declaration shall also be given to the Lender of such Unit if such Lender has delivered to the Board written request for such notices.

Section 4. **LENDER PROTECTION.** Notwithstanding any provisions to the contrary contained herein:

A. At all times, all taxes, assessments, and charges which may become liens under the laws of the State shall relate only to the individual Units and their appurtenant Common Interest in and to the Common Elements and the rights of the individual Units to the exclusive use of appurtenant Limited Common Elements, but not to the Common Elements in themselves as a whole.

B. The Declaration and these Bylaws shall not give an Owner or any other party priority over any rights of Lenders pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards.

C. No amendment to this Section shall affect the rights of any Lender whose Mortgage is recorded prior to the recordation of such amendment and who does not consent thereto.

D. Any holder, insurer, or guarantor of the Mortgage on any Unit in the Project shall be provided with written notice of the following: (i) any proposed termination of the Project; (ii) any actual or

threatened condemnation or eminent domain proceeding or any casualty loss affecting a material portion of the Project or any portion thereof; (iii) any delinquency of sixty (60) calendar days in the payment of Assessments or charges owed by Owner whose Unit is subject to such Mortgage; (iv) any significant damage or destruction to the Common Elements or to a Unit covered by the first Mortgage held or insured by such party; (v) other than in connection with the express rights reserved in the Declaration, any proposal to subdivide, encumber, sell, or transfer the Common Elements or any part thereof; provided, however, that the granting of easements for public or private utilities or for public purposes consistent with the intended use of the Common Elements of the Project and the relocation of any easements appurtenant to the Project over other lands, pursuant to the exercise of any right to relocate such easements by the owner of such other lands, shall not be deemed a transfer within the meaning of this clause; (vi) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (vii) any proposed action that requires the consent of a specified percentage of Lenders.

E. Upon written request to the Association, any holder, insurer, or guarantor of a duly recorded first Mortgage of a Unit, whose request states the requesting party's name and address and the number of the mortgaged Unit, shall also be entitled to a copy of all pleadings filed in any lawsuit, administrative proceeding, or other action affecting the Project or any portion thereof, at such party's expense for reproduction costs.

Section 5. **RELEASE OF INFORMATION**. The Board may provide any information available to it pertaining to a Unit or the Project to the Lender of a first Mortgage of such Unit and such Lender may provide any information to the Board regarding the mortgagor, the mortgagor's loan, and the status of such loan, without liability to the Owner of the mortgaged Unit.

Section 6. **UNIT DEEDS**.

A. Each Owner shall promptly record the Unit Deed or other conveyance to him or her of his or her Unit, and any Mortgage of his or her interest in his or her Unit, and file with the Board, through the Managing Agent, a recorded copy of the Unit Deed or other conveyance document. Each vendor of a Unit under an Agreement of Sale shall promptly record the Agreement of Sale or a memorandum thereof and file a copy of such document with the Board. Each Owner, vendor, vendee, and Unit mortgagee shall promptly notify the Board of any changes in his or her or its address.

B. During the Development Period, the Board must provide to Developer a clear and readable copy of all documents and information that it receives pursuant to **Article VIII, Section 2** within seven (7) calendar days after the Board receives it.

Section 7. **MINUTES AND RECORDS; EXAMINATION**.

A. **CURRENT FINANCIALS AND BOARD MINUTES**. The Association's most current financial statements and minutes of the Board meetings, once approved, will be available to any Owner at no cost on twenty-four (24) hour loan, at a convenient location designated by the Board.

B. **MINUTES**. Minutes of Association meetings and of Board meetings shall be available as set forth in **Article II, Section 16** and **Article III, Section 16**, respectively. Minutes of meetings of the Board and the Association for the current and prior year will be available for examination by Owners at convenient hours at a place designated by the Board. Minutes of meetings must include the recorded vote of each Director on all motions except motions voted on in executive session. If notice of a Board meeting was properly given but a Director is absent, the minutes must say so. Copies of meeting minutes will be provided to any Owner upon the Owner's request provided that the Owner pays a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling the request.

C. **FINANCIAL RECORDS**. Financial statements, general ledgers, the accounts receivable ledger, accounts payable ledgers, check ledgers (or other comparable lists or schedules), insurance policies, contracts, and invoices of the Association for the current and prior year and delinquencies of ninety (90) calendar days or more will be available for examination by Owners at convenient hours at a place designated by the Board; provided that:

(i) The Board must require Owners to furnish to the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interest of the Association or Owners or both; and

(ii) Owners pay for administrative costs in excess of eight (8) hours per Owner per year. Copies of these items will be provided to any Owner upon such Owner's request, provided that the Owner pays a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling the request.

D. **VOTING RECORDS.** Owners have the right to view proxies, tally sheets, ballots, Owners' check-in lists, and the certificate of election for a period of thirty (30) calendar days following any meeting of the Association; provided that:

(i) The Board must require Owners to furnish the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interest of the Association or Owners or both; and

(ii) Owners pay for administrative costs in excess of eight (8) hours per Owner per year.

Proxies and ballots may be destroyed following the thirty (30) calendar day period. Copies of tally sheets, Owners' check-in lists, and the certificate of election from the most recent meeting of the Association will be provided to any Owner upon such Owner's request, provided that the Owner pays a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling such request.

E. **OTHER RECORDS.** Owners may file a written request with the Board to examine other documents. The Board must give written authorization or written refusal with an explanation of the refusal within thirty (30) calendar days of receipt of the request.

F. **PROTECTION OF ASSOCIATION INFORMATION.** To the extent permitted by law, the Board may establish reasonable additional requirements and conditions to the inspection by Owners (including Directors) of the list of Owners or to furnishing information from the register or other books, papers, or records of the Association especially when that information might be used to compile a list of Owners. For example, the Board may set rules governing (1) when notice must be given to the Association or Managing Agent by the person desiring to inspect the Association's records, (2) hours and days of the week when an inspection may be made, (3) payment of the cost of reproducing copies requested by the party making the inspection, to the extent not specified elsewhere in these Bylaws, and (4) the posting of a bond.

Section 8. **RECORDS; EXAMINATION; DISPOSAL.**

A. **RECEIPTS, EXPENDITURES, AND DELINQUENCIES.** The Managing Agent or Board must keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The Managing Agent or Board must also keep monthly statements indicating the total current delinquent dollar amount of any unpaid Assessments for Common Expenses.

B. **LOCATION OF RECORDS.** All records and the vouchers authorizing the payments and statements will be kept and maintained at the address of the Project, or elsewhere within the State as the Board chooses. The records may be kept and maintained on paper or in electronic, magnetic, or other form accessible using electronic data processing equipment.

C. **DISPOSAL OF RECORDS.** The Managing Agent may dispose of records of the Association at the times and under the conditions stated in the Act or, if it does not address it, then at the times and under the conditions that the Board chooses.

ARTICLE IX

GENERAL PROVISIONS

Section 1. **WHO CAN SIGN CHECKS.** All checks, drafts, or other orders for payment of money, notes, or similar documents issued by or payable to the Association must be signed or endorsed as stated in a resolution adopted by the Board. If no resolution is adopted, they must be signed by any two (2) of the President, Vice President, Secretary, or Treasurer. The same rule applies to signing and delivering other documents authorized by the Condominium Documents or by action of the Board or the Association.

Section 2. **WHO CAN SIGN CONTRACTS AND OTHER DOCUMENTS.** Except as otherwise provided in these Bylaws, the Board may authorize any Officer or Officers, agent or agents, to enter into any contract or sign any document for the Association. This authority may be general or it may be limited to specific things. Unless authorized by the Board, no Officer, agent, or employee has any power or authority to bind the Association or to pledge its credit or to make it liable for any purpose or for any amount.

Section 3. **AMENDMENT.**

A. **AMENDMENT BY VOTE OR WRITTEN CONSENT.** The Bylaws may be amended at any time by the vote or written consent of sixty-seven percent (67%) of all Owners, provided that:

(i) For any amendment that affects the Commercial Units, Commercial Unit Owners, Commercial Limited Common Elements, or Commercial Unit Limited Common Elements, such vote or written consent of sixty-seven percent (67%) of all Owners shall include the vote or written consent of all Commercial Unit Owners;

(ii) Each item required by the Act to be set forth in these Bylaws must always be included in these Bylaws;

(iii) Such amendment shall be subject to all limitations and requirements regarding amendments to the Condominium Documents contained in the Declaration, including, but not limited to Sections XV.C and XV.D of the Declaration; and

(iv) No amendment that is material and adverse in nature to mortgagees shall be effective without the written consent of mortgagees representing at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages.

B. **DEVELOPER'S RESERVED RIGHTS TO AMEND.** Notwithstanding anything set forth in this Section to the contrary, Developer (pursuant to its Developer's Reserved Rights) has the right to amend these Bylaws to the extent set forth in the Declaration.

C. **RECORDING.** A duly authorized amendment to these Bylaws will take effect only after it is signed by the proper Officers of the Association and it is recorded at the Bureau.

D. **PROPOSAL OF AMENDMENTS.** Any proposed amendment to these Bylaws with the rationale for such proposal may be submitted by the Board or by a volunteer Owners' committee. If submitted by the volunteer Owners' committee, it must be accompanied by a petition signed by not less than twenty-five percent (25%) of Owners as shown in the Association's records of ownership maintained by the Board as provided in **Article VIII, Section 2.A**. The proposed amendment, the rationale, and the ballots for voting on the amendment must be mailed by the Board to Owners at the expense of the Association for vote or written consent without change within thirty (30) calendar days after the Board receives the petition. The vote or written consent required to adopt the proposed amendment to these Bylaws will be as set forth in **Article IX, Section 3.A**, above; provided that the vote or written consent must be obtained within three hundred sixty-five (365) calendar days after mailing for a proposed bylaw submitted by either the Board or a volunteer Owners' committee; and provided further than any such amendment shall be subject to the limitations set forth in Section XV.D of the Declaration. If the proposed amendment is duly adopted, then the Board must record the amendment. The volunteer Owners' committee cannot submit a petition for a proposed amendment to these Bylaws that is substantially similar to the

amendment previously mailed to Owners within one (1) year after the original petition was submitted to the Board. This Section does not preclude any Owner or voluntary Owners' committee from proposing any amendment to these Bylaws at any annual meeting of the Association.

E. **RESTATEMENT OF BYLAWS**. Notwithstanding anything set forth in the Condominium Documents to the contrary, the Association has the authority under the Act:

(i) To restate these Bylaws to set forth all amendments to them; and

(ii) To amend these Bylaws as required to conform to the provisions of the Act or any other law or regulation adopted by a governmental authority.

The Association may amend or restate these Bylaws if the Board adopts a resolution authorizing it. No restated or amended Bylaws will be effective unless they are recorded at the Bureau.

Section 4. **NOTICE**. Except as otherwise expressly provided in these Bylaws, all notices must be given as follows:

A. Notice to the Association must be given to each Director. The notice may be given personally or by mail or messenger service. The notice must be mailed or delivered to the Board members at their addresses as shown on the membership list, or to any other address that the Board designates by notice to all Owners and Lenders.

B. Notice to an Owner may be given by delivering such notice in person, by messenger service or by mail to his or her address as it is shown on the membership list or by electronic mail or facsimile if such Owner has authorized transmission to the electronic mail address or facsimile number designated by the Owner for delivery of notices of meetings pursuant to **Article II, Section 11** of these Bylaws.

C. Notice to an Eligible Mortgage Holder or Lender may be given by delivering such notice in person or by mail or messenger service. The notice must be mailed or delivered to the Eligible Mortgage Holder's or Lender's address as it is shown on the membership list, or to any other addresses that the Eligible Mortgage Holder or Lender designates by notice to the Board.

D. All notices must be in writing. If the notice is mailed, it will be deemed given and received seventy-two (72) hours after it is put in the United States mail. If sent by electronic mail or facsimile to the electronic mail address or facsimile number designated by the Owner for notices of meetings pursuant to **Article II, Section 11** of these Bylaws the notice will be deemed given upon electronic confirmation of delivery. Notwithstanding the prior sentence to the contrary, notices of addresses and changes of addresses will be deemed given only when they are actually received.

Section 5. **CAPTIONS**. The captions describing each Section are for convenience only and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

Section 6. **PRONOUNS**. Pronouns (for example, "his" or "her") used in these Bylaws include the male, female, and neuter genders and include the singular and plural numbers, as the case may be.

Section 7. **INTERPRETATION**. The provisions of these Bylaws will be interpreted to carry out the purpose of creating a mixed use condominium in accordance with the Declaration and the Act.

Section 8. **EFFECT OF INVALID PROVISIONS**. The provisions of these Bylaws are severable. Invalidation of any part of these Bylaws by judgment, decree, or order shall in no way affect any other provisions of these Bylaws, each of which shall remain in full force and effect.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, Developer, acting as the initial Association, hereby adopts the foregoing Bylaws as the Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana on the date first above stated.

888 ĀLIA LLC,
a Delaware limited liability company

By _____
Name: Alana Kobayashi Pakkala
Title: President

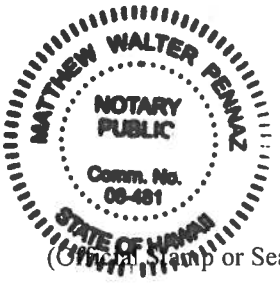
"Developer"

STATE OF HAWAII

SS:

CITY AND COUNTY OF HONOLULU

On this 15th day of November, 2022, before me appeared ALANA KOBAYASHI PAKKALA, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



(Official Stamp or Seal)

Print Name: Matthew Walter Pennaz
Notary Public, in and for said State, First Circuit

My commission expires: 10/12/2024

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF ĀLIA AT 888 ALA MOANA

Document Date: Undated at time of notarization.

No. of Pages: 44 Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

11/15/22
Date of Notarization and Certification Statement



(Official Stamp or Seal)

Matthew Walter Pennaz
Printed Name of Notary

My Commission Expires: 10/12/2024

FEE OWNER CONSENT

The Trustees of the Estate of Bernice Pauahi Bishop, deceased, with full powers to sell, mortgage, lease, or otherwise deal with the Land (the "**Fee Owner**"), whose address is c/o Kamehameha Schools, Commercial Real Estate Division, Kawaiaha'o Plaza, Suite 200, 567 South King Street, Honolulu, Hawaii 96813, as the fee simple owner of the property described in the Declaration of Condominium Property Regime of Ālia at 888 Ala Moana (the "**Declaration**"), DO HEREBY consent to the recordation of the Bylaws of Association of Unit Owners of Ālia at 888 Ala Moana (the "**Bylaws**") against the Land.

The Fee Owner, however, is not the developer of the Project and the Fee Owner's consent shall not, in any way or for any purpose, be construed to mean that the Fee Owner is the developer of the Project or a partner with Developer in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Developer. The Fee Owner makes no representations or warranties of any kind, express or implied, with respect to any aspects of the Project. The statements set forth in the Bylaws are solely those of Developer and are not and should not be construed as statements made by or representations of the Fee Owner. Developer, and not the Fee Owner, shall be solely responsible for all aspects of the Project, including, without limitation, the development and construction of the Project and the marketing and sales of the Residential Units and the Commercial Units. The Fee Owner shall not be liable for the statements or the conduct of Developer relating to the sale and conveyance of the Residential Units or the Commercial Units or the development of the Project. The Fee Owner is not assuming any such liability in any way by its execution of this consent.

Developer and each Unit Owner acknowledges and agrees that the Fee Owner shall not be liable for the actual, special, incidental, or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence, or any other legal theory with respect to the terms and provisions of the Bylaws, the Project, or any acts or omissions of Developer. Developer, on behalf of itself and its successors and assigns, and each Unit Owner, on behalf of itself and its family members, tenants, invitees, licensees, and mortgagees, hereby release the Fee Owner and its trustees, officers, directors, partners, affiliates, subsidiaries, successors in trust, and assigns from and against any and all claims, actions, damages, causes of action, liabilities, and expenses (including, without limitation, attorneys' fees and costs of enforcing this release) for any damages, costs, expenses, or losses whatsoever, relating to the terms and provisions of the Bylaws, the Project, or any acts or omissions of Developer.

Capitalized terms used herein shall have the meaning set forth in the Declaration.

This instrument has been executed by or on behalf of the Trustees of the Estate of Bernice Pauahi Bishop in their fiduciary capacities as said Trustees, and not in their individual capacities. No personal liability or obligation under this instrument shall be imposed or assessed against said Trustees in their individual capacities.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, the undersigned have executed this Fee Owner Consent as of the 15th day of November, 2022.

Approved as to Content, Authority, and Compliance with KS Policy:

Manager

Vice President/Director

Approved as to Form:

Legal Group

Retained Counsel Cades Schutte LLP

TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, AS AFORESAID

By

Name: MALIA S.L. DAY, Senior Counsel

Their Attorney-in-Fact

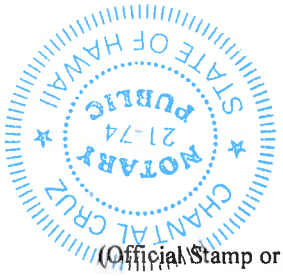
By

Name: KAREN M. WINTER, Senior Counsel

Their Attorney-in-Fact

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

On NOV 15 2022 before me personally appeared MALIA S.L. DAY, Senior Counsel and KAREN M. WINTER, Senior Counsel, to me personally known, who being by me duly sworn, did say that they are two of the attorneys-in-fact for LANCE KEAWE WILHELM, ELLIOT K. MILLS, ROBERT K. W. H. NOBRIGA, CRYSTAL KAUILANI ROSE, and JENNIFER NOELANI GOODYEAR-KA'ŌPUA, as Trustees of the Estate of Bernice Pauahi Bishop, duly appointed under Limited Power of Attorney effective as of April 25, 2022, recorded in the Bureau of Conveyances of the State of Hawai'i as Document No. A-81670460, and in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i as Document No. T-11819168, and that the foregoing instrument was executed in the name and on behalf of LANCE KEAWE WILHELM, ELLIOT K. MILLS, ROBERT K. W. H. NOBRIGA, CRYSTAL KAUILANI ROSE, and JENNIFER NOELANI GOODYEAR-KA'ŌPUA, as Trustees of the Estate of Bernice Pauahi Bishop, by such persons in their capacities as attorneys-in-fact; and they acknowledged the instrument to be the free act and deed of the Trustees of the Estate of Bernice Pauahi Bishop, as aforesaid.



(Official Stamp or Seal)

Print Name: Chantal Cruz
Notary Public, in and for said State

My commission expires: AUG 08 2025

NOTARY CERTIFICATION STATEMENT

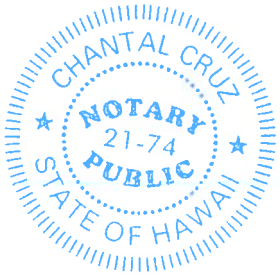
Document Identification or Description: FEE OWNER CONSENT TO BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF ĀLIA AT 888 ALA MOANA

Document Date: NOV 15 2022 or Undated at time of notarization.

No. of Pages: 44 Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

NOV 15 2022
Date of Notarization and Certification Statement



(Official Stamp or Seal)

CHANTAL CRUZ
Printed Name of Notary

My Commission Expires: AUG 08 2025

SECTION IV

Amended and Restated Condominium Map for Ālia at 888 Ala Moana 6.25.2024

VERIFIED STATEMENT OF REGISTERED ARCHITECT

STATE OF HAWAII
CITY & COUNTY OF HONOLULU | SS:

Adam Woltag, AIA, being first duly sworn on oath, deposes and says:

That (1) he is an architect duly registered in the State of Hawaii; (2) he has prepared the amendments to Regular System Condominium Map No. 6437 ("**Condominium Map**") for the condominium project known as "Ālia at 888 Ala Moana" situate at Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, located on that certain parcel of land more particularly described in the Declaration of Condominium Property Regime of Ālia at 888 Ala Moana recorded at the Bureau of Conveyances of the State of Hawaii, as amended, to which reference is hereby made; and (3) the Condominium Map is consistent with the plans of the condominium's building or buildings filed or to be filed with the government official having jurisdiction over the issuance of permits for the construction of buildings in the county in which the condominium project is located.

Further Affiant Sayeth Naught.

DATED: 6/11/, 2024.

Name: Adam Woltag

Hawaii Registration No. AR-18327

Subscribed and sworn to before me
this 11 day of JUNE, 2024

Name: JESSICA PACPACO
Notary Public, State of Hawaii
My commission expires: 02/17/2028

JESSICA PACPACO NOTARY PUBLIC No. 16-94 STATE OF HAWAII

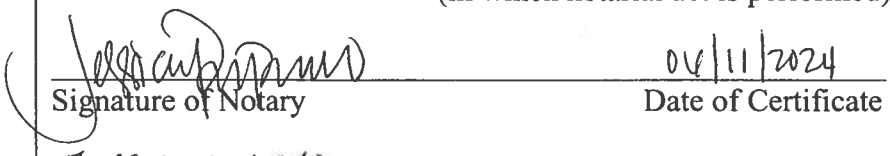
Notary Certificate on next page

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: Verified Statement of Registered Architect

Document Date: JUNE 11, 2024

No. of Pages: 2 Jurisdiction: FIRST Circuit
(in which notarial act is performed)



06/11/2024
Signature of Notary Date of Certificate

JESSICA PACPACO
Printed Name of Notary



(Official Stamp or Seal)



KOBAYASHI GROUP

Ālia at 888 Ala Moana

888 ALA MOANA BLVD, HONOLULU, HI 96813

CONDOMINIUM MAP

14 FEBRUARY 2024

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.

PROJECT DIRECTORY

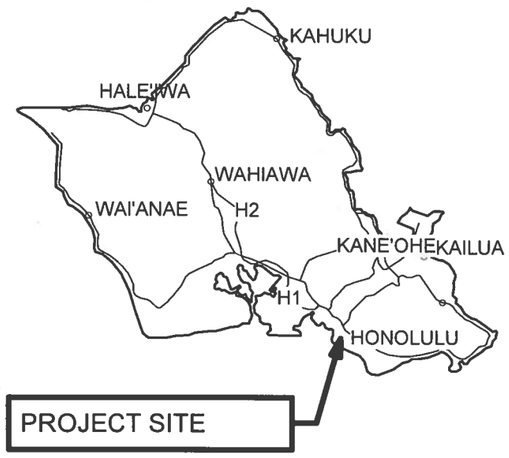
OWNER
KOBAYASHI GROUP LLC
1288 ALA MOANA BLVD
SUITE 201
HONOLULU, HI 96814
808-524-1508

CONTACT: ALANA KOBAYASHI PAKKALA
808-524-1508

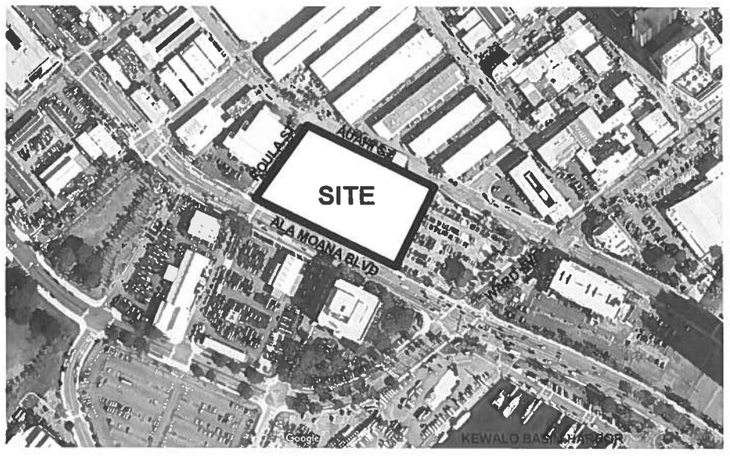
ARCHITECT
WRNS STUDIO
677 ALA MOANA BLVD
SUITE 307
HONOLULU, HI 96813
808-356-5880

CONTACT: ADAM WOLTAG
415-489-2232

LOCATION MAP



VICINITY MAP



CONDOMINIUM MAP - DRAWING INDEX

000 GENERAL

CPR-000	COVER
CPR-001	DRAWING INDEX, LOCATION, VICINITY MAPS
CPR-002	PARKING SCHEDULE
CPR-003	STORAGE SCHEDULE

100 OVERALL FLOOR PLANS

CPR-101A	OVERALL FLOOR / SITE PLAN - LEVEL 1
CPR-101B	OVERALL FLOOR PLAN - LEVEL 1.5
CPR-102	OVERALL FLOOR PLAN - LEVEL 2
CPR-103	OVERALL FLOOR PLAN - LEVEL 3
CPR-104	OVERALL FLOOR PLAN - LEVEL 4
CPR-105	OVERALL FLOOR PLAN - LEVEL 5
CPR-106	OVERALL FLOOR PLAN - LEVEL 6
CPR-107	OVERALL FLOOR PLAN - ODD LEVELS 7-37
CPR-108	OVERALL FLOOR PLAN - EVEN LEVELS 8-38
CPR-109	OVERALL FLOOR PLAN - LEVEL 39
CPR-110	OVERALL FLOOR PLAN - ROOF LEVEL
CPR-111	OVERALL FLOOR PLAN - MECHANICAL PENTHOUSE ROOF

200 ELEVATIONS

CPR-201	EXTERIOR ELEVATIONS
CPR-202	EXTERIOR ELEVATIONS

300 SECTIONS

CPR-301	BUILDING SECTIONS

400 ENLARGED RESIDENTIAL UNIT PLANS

CPR-400A	TOWER UNIT TYPE 00 - A
CPR-400C	TOWER UNIT TYPE 00 - C
CPR-401A	TOWER UNIT TYPE 01 - A
CPR-401B	TOWER UNIT TYPE 01 - B
CPR-401C	TOWER UNIT TYPE 01 - C
CPR-402A	TOWER UNIT TYPE 02 - A
CPR-402C	TOWER UNIT TYPE 02 - C
CPR-403A	TOWER UNIT TYPE 03 - A
CPR-403B	TOWER UNIT TYPE 03 - B
CPR-405A	TOWER UNIT TYPE 05 - A
CPR-405B	TOWER UNIT TYPE 05 - B
CPR-406	TOWER UNIT TYPE 06
CPR-407A	TOWER UNIT TYPE 07 - A
CPR-407B	TOWER UNIT TYPE 07 - B
CPR-408	TOWER UNIT TYPE 08
CPR-409A	TOWER UNIT TYPE 09 - A
CPR-409B	TOWER UNIT TYPE 09 - B
CPR-409C	TOWER UNIT TYPE 09 - C
CPR-410A	TOWER UNIT TYPE 10
CPR-411A	TOWER UNIT TYPE 11 - A
CPR-411B	TOWER UNIT TYPE 11 - B
CPR-411C	TOWER UNIT TYPE 11 - C
CPR-412A	TOWER UNIT TYPE 12
CPR-413A	TOWER UNIT TYPE 13 - A
CPR-413B	TOWER UNIT TYPE 13 - B
CPR-413C	TOWER UNIT TYPE 13 - C
CPR-414A	PODIUM UNIT 14A
CPR-414B	PODIUM UNIT 14B
CPR-415	PODIUM UNIT 15
CPR-416	PODIUM UNIT 16
CPR-417	PODIUM UNIT 17
CPR-418	PODIUM UNIT 18
CPR-419	TOWER UNIT TYPE 00A/01A
CPR-420	TOWER UNIT TYPE 00A/01B
CPR-421	TOWER UNIT TYPE 02A/06
CPR-422	TOWER UNIT TYPE 10/12
CPR-423	TOWER UNIT TYPE 10C/12C
CPR-424	TOWER UNIT TYPE 10A/12A

500 ENLARGED COMMERCIAL UNIT & STORAGE PLANS

CPR-501	ENLARGED COMMERCIAL PLAN
CPR-502	ENLARGED STORAGE ROOM PLANS

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.

RESIDENTIAL PARKING SCHEDULE

LEVEL 1

ACCESSIBLE	R1	9'x18' (5' AISLE)	**2**
ACCESSIBLE EV VAN	R1	9'x18' (8' AISLE)	**2**
ACCESSIBLE VAN	R1	9'x18' (8' AISLE)	**2**
STANDARD	R4	9'x18'	**10**
			16

LEVEL 2

ACCESSIBLE	R1	9'x18' (5' AISLE)	**3**
COMPACT	R2	7'-6"x16'	**22**
COMPACT 8'x16'	R3	8'x16'	**6**
EV	R4	9'x18'	**16**
STANDARD	R4	9'x18'	**136**
STANDARD 8'-3"x18'	R5	8'-3"x18'	**10**
STANDARD 8'-9"x18'	R6	8'-9"x18'	**6**
TANDEM COMPACT	R7	9'-0"x16'	**3**
TANDEM STANDARD	R8	9'x18'	**11**
			213

LEVEL 3

ACCESSIBLE	R1	9'x18' (5' AISLE)	**3**
COMPACT	R2	7'-6"x16'	**22**
COMPACT 8'x16'	R3	8'x16'	**6**
EV	R4	9'x18'	**16**
STANDARD	R4	9'x18'	**136**
STANDARD 8'-3"x18'	R5	8'-3"x18'	**10**
STANDARD 8'-9"x18'	R6	8'-9"x18'	**6**
TANDEM COMPACT	R7	9'-0"x16'	**3**
TANDEM STANDARD	R8	9'x18'	**11**
			213

LEVEL 4

ACCESSIBLE	R1	9'x18' (5' AISLE)	**3**
COMPACT	R2	7'-6"x16'	**22**
COMPACT 8'x16'	R3	8'x16'	**6**
EV	R4	9'x18'	**15**
STANDARD	R4	9'x18'	**137**
STANDARD 8'-3"x18'	R5	8'-3"x18'	**10**
STANDARD 8'-9"x18'	R6	8'-9"x18'	**6**
TANDEM COMPACT	R7	9'-0"x16'	**3**
TANDEM STANDARD	R8	9'x18'	**11**
			213

LEVEL 5

ACCESSIBLE	R1	9'x18' (5' AISLE)	**4**
COMPACT	R2	7'-6"x16'	**21**
COMPACT 8'x16'	R3	8'x16'	**6**
EV	R4	9'x18'	**15**
STANDARD	R4	9'x18'	**130**
STANDARD 8'-3"x18'	R5	8'-3"x18'	**11**
STANDARD 8'-9"x18'	R6	8'-9"x18'	**6**
TANDEM COMPACT	R7	9'-0"x16'	**3**
TANDEM STANDARD	R8	9'x18'	**11**
			207
			862

VISITOR PARKING SCHEDULE

LEVEL 1

ACCESSIBLE	V1	9'x18' (5' AISLE)	**1**
ACCESSIBLE VAN	V1	9'x18' (8' AISLE)	**1**
EV	V1	9'x18'	**3**
STANDARD	V1	9'x18'	**23**
STANDARD 8'-3"x18'	V2	8'-3"x18'	**3**
STANDARD 8'-9"x18'	V3	8'-9"x18'	**6**
VISITOR COMPACT	V4	7'-6"x16'	**2**
			39

COMMERCIAL PARKING SCHEDULE

LEVEL 1

ACCESSIBLE EV VAN	CM	9'x18' (7' AISLE, TOTAL 16' WIDE)	**1**
ACCESSIBLE VAN	CM	9'x18' (8' AISLE)	**1**
EV	CM	9'x18'	**2**
STANDARD	CM	9'x18'	**8**
			12

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.

RESIDENTIAL STORAGE SCHEDULE

	Number	TOTAL AREA (SF)
LEVEL 2		
RS	2001	34
RS	2002	40
RS	2003	40
RS	2004	40
RS	2005	40
RS	2006	34
RS	2007	32
RS	2008	42
RS	2009	42
RS	2010	56
RS	2011	56
RS	2012	50
RS	2013	42
RS	2014	56
RS	2015	56
RS	2016	35
RS	2017	35
RS	2018	35
RS	2019	48
RS	2020	91
RS	2021	95
RS	2022	53
RS	2023	53
RS	2024	53
RS	2025	53
RS	2026	34
RS	2027	34
RS	2028	34
RS	2029	34
RS	2030	40
RS	2031	40
RS	2032	40
RS	2033	34
RS	2034	34
RS	2035	34
RS	2036	34
RS	2037	38
RS	2038	36
RS	2039	34
RS	2040	40
RS	2041	40
RS	2042	40
RS	2043	34
RS	2044	34
RS	2045	34
RS	2046	34
RS	2047	34
RS	2048	34
RS	2049	34
RS	2050	34
RS	2051	34
RS	2052	34
RS	2053	48
RS	2054	36
RS	2055	34
RS	2056	34
RS	2057	34
RS	2058	34

	Number	TOTAL AREA (SF)
RS	2059	34
RS	2060	34
RS	2061	34
RS	2062	34
RS	2063	32
RS	2064	32
RS	2065	50
RS	2066	50
RS	2067	50
RS	2068	50
RS	2069	50
RS	2070	50
RS	2071	50
RS	2072	50
RS	2073	50
RS	2074	50
RS	2075	50
RS	2076	50
RS	2078	80
RS	2080	100
RS	2082	100
RS	2084	58
RS	2085	85
RS	2087	100
RS	2089	66
RS	2090	101
RS	2092	100
RS	2094	102
RS	2096	100
RS	2201	149
RS	2202	149
RS	2203	149
RS	2204	163
RS	2205A	142
RS	2205B	149
RS	2206	149
RS	2209A	149
RS	2209B	144
RS	2210	142
RS	2211	163
RS	2212	149
RS	2213	149
RS	2214	149
101		

	Number	TOTAL AREA (SF)
LEVEL 3		
RS	3001	34
RS	3002	40
RS	3003	40
RS	3004	40
RS	3005	40
RS	3006	34
RS	3007	32
RS	3008	42
RS	3009	42
RS	3010	56
RS	3011	56
RS	3012	50
RS	3013	42
RS	3014	56
RS	3015	56
RS	3016	35
RS	3017	35
RS	3018	35
RS	3019	48
RS	3020	93
RS	3021	93
RS	3022	53
RS	3023	53
RS	3024	52
RS	3025	52
RS	3026	34
RS	3027	34
RS	3028	34
RS	3029	34
RS	3030	40
RS	3031	40
RS	3032	40
RS	3033	34
RS	3034	34
RS	3035	34
RS	3036	34
RS	3037	38
RS	3038	36
RS	3039	34
RS	3040	40
RS	3041	40
RS	3042	40
RS	3043	34
RS	3044	34
RS	3045	34
RS	3046	34
RS	3047	34
RS	3048	34
RS	3049	34
RS	3050	34
RS	3051	34
RS	3052	34
RS	3053	48
RS	3054	36
RS	3055	34
RS	3056	34
RS	3057	34
RS	3058	34

	Number	TOTAL AREA (SF)
RS	3059	34
RS	3060	34
RS	3061	34
RS	3062	34
RS	3063	32
RS	3064	32
RS	3065	50
RS	3066	50
RS	3067	50
RS	3068	50
RS	3069	50
RS	3070	50
RS	3071	50
RS	3072	50
RS	3073	50
RS	3074	50
RS	3075	50
RS	3076	50
RS	3078	80
RS	3080	100
RS	3082	100
RS	3084	58
RS	3085	85
RS	3087	100
RS	3089	66
RS	3090	101
RS	3092	100
RS	3094	102
RS	3096	100
RS	3201	149
RS	3202	149
RS	3203	149
RS	3204	163
RS	3205A	142
RS	3205B	149
RS	3206	149
RS	3209A	149
RS	3209B	144
RS	3210	142
RS	3211	163
RS	3212	149
RS	3213	149
RS	3214	149
101		

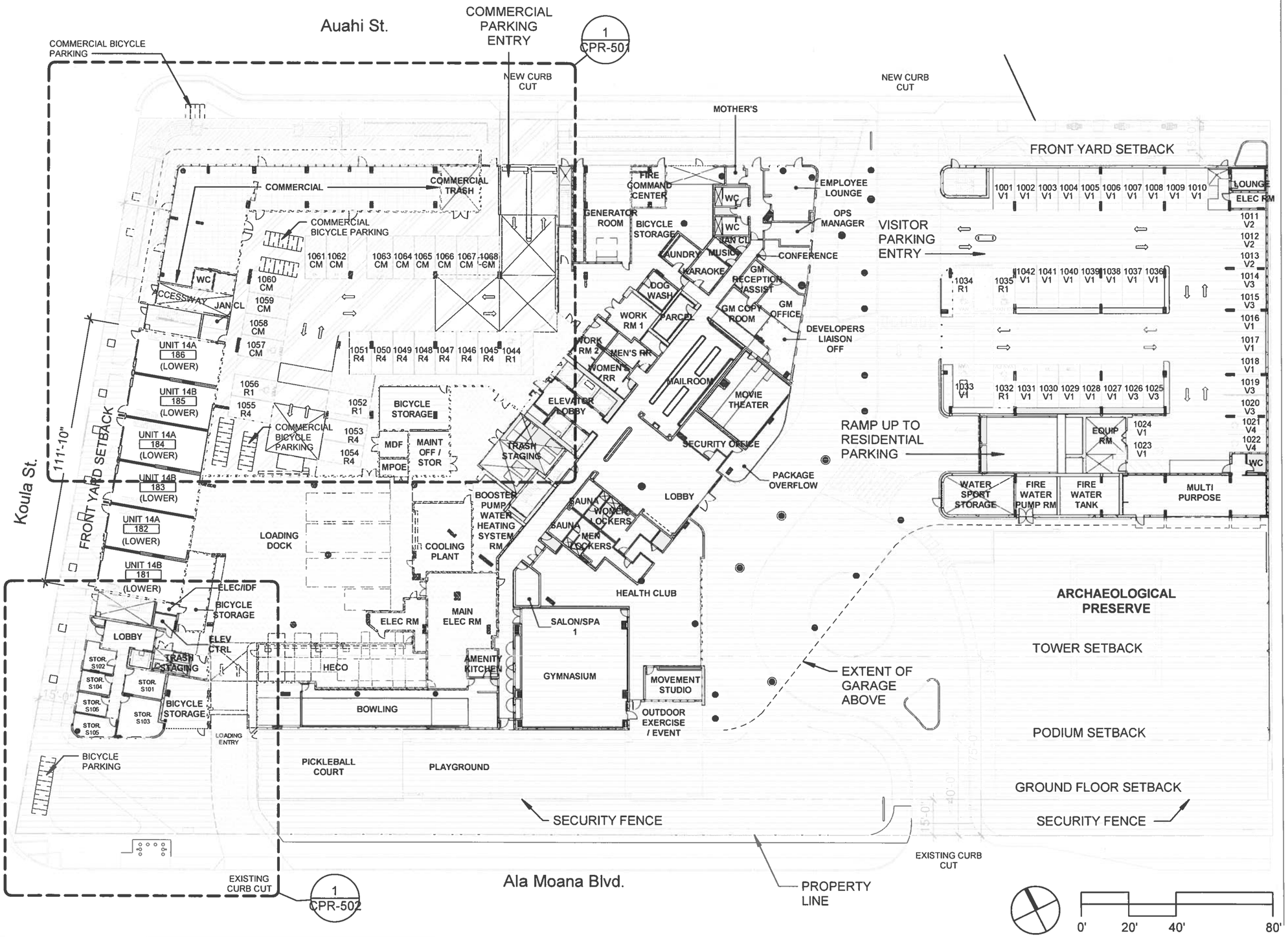
	Number	TOTAL AREA (SF)
LEVEL 4		
RS	4001	34
RS	4002	40
RS	4003	40
RS	4004	40
RS	4005	40
RS	4006	34
RS	4007	32
RS	4008	42
RS	4009	42
RS	4010	56
RS	4011	56
RS	4012	50
RS	4013	42
RS	4014	56
RS	4015	56
RS	4016	35
RS	4017	35
RS	4018	35
RS	4019	48
RS	4020	91
RS	4021	95
RS	4022	53
RS	4023	53
RS	4024	53
RS	4025	53
RS	4026	34
RS	4027	34
RS	4028	34
RS	4029	34
RS	4030	40
RS	4031	40
RS	4032	40
RS	4033	34
RS	4034	34
RS	4035	34
RS	4036	34
RS	4037	38
RS	4038	36
RS	4039	32
RS	4040	40
RS	4041	40
RS	4042	40
RS	4043	34
RS	4044	34
RS	4045	34
RS	4046	34
RS	4047	34
RS	4048	34
RS	4049	34
RS	4050	34
RS	4051	34
RS	4052	34
RS	4053	48
RS	4054	36
RS	4055	34
RS	4056	34
RS	4057	34
RS	4058	34

	Number	TOTAL AREA (SF)
RS	4059	34
RS	4060	34
RS	4061	34
RS	4062	34
RS	4063	32
RS	4064	32
RS	4065	50
RS	4066	50
RS	4067	50
RS	4068	50
RS	4069	50
RS	4070	50
RS	4071	50
RS	4072	50
RS	4073	50
RS	4074	50
RS	4075	50
RS	4076	50
RS	4078	80
RS	4080	100
RS	4082	100
RS	4084	58
RS	4085	86
RS	4087	100
RS	4089	66
RS	4090	101
RS	4092	100
RS	4094	102
RS	4096	100
RS	4201	149
RS	4202	149
RS	4203	149
RS	4204	163
RS	4205A	142
RS	4205B	149
RS	4206	149
RS	4209A	149
RS	4209B	144
RS	4210	142
RS	4211	163
RS	4212	149
RS	4213	149
RS	4214	149
101		

	Number	TOTAL AREA (SF)
LEVEL 5		
RS	5001	40
RS	5002	40
RS	5003	40
RS	5004	40
RS	5005	40
RS	5016	31
RS	5017	35
RS	5018	35
RS	5019	48
RS	5020	91
RS	5021	95
RS	5022	53
RS	5023	53
RS	5024	53
RS	5025	53
RS	5026	34
RS	5027	34
RS	5028	34
RS	5029	34
RS	5030	40
RS	5031	40
RS	5032	40
RS	5033	34
RS	5034	34
RS	5035	34
RS	5036	34
RS	5037	37
RS	5038	35
RS	5039	31
RS	5040	40
RS	5041	40
RS	5042	40
RS	5043	34
RS	5044	34
RS	5045	34
RS	5046	34
RS	5047	34
RS	5048	34
RS	5049	34
RS	5050	34
RS	5051	34
RS	5052	34
RS	5053	48
RS	5054	36
RS	5055	34
RS	5056	34
RS	5057	34
RS	5058	34
RS	5059	34
RS	5060	34
RS	5061	34
RS	5062	34
RS	5063	32
RS	5064	32
RS	5065	50
RS	5066	50
RS	5067	50
RS	5068	50

	Number	TOTAL AREA (SF)
RS	5069	50
RS	5070	50
RS	5071	50
RS	5072	50
RS	5073	50
RS	5074	50
RS	5075	50
RS	5076	50
RS	5078	80
RS	5080	100
RS	5082	100
RS	5084	58
RS	5085	85
RS	5087	99
RS	5089	66
RS	5090	101
RS	5092	100
RS	5094	102
RS	5096	100
RS	5201	149
RS	5202	149
RS	5203	149
RS	5204	163
RS	5205A	142
RS	5205B	149
RS	5206	149
RS	5209A	149
RS	5209B	144
RS	5210	142
RS	5211	163
RS	5212	149
RS	5213	149
RS	5214	149
91		
394		

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.

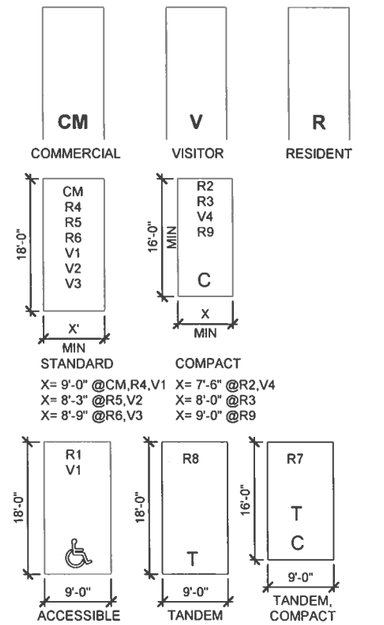


LEGEND

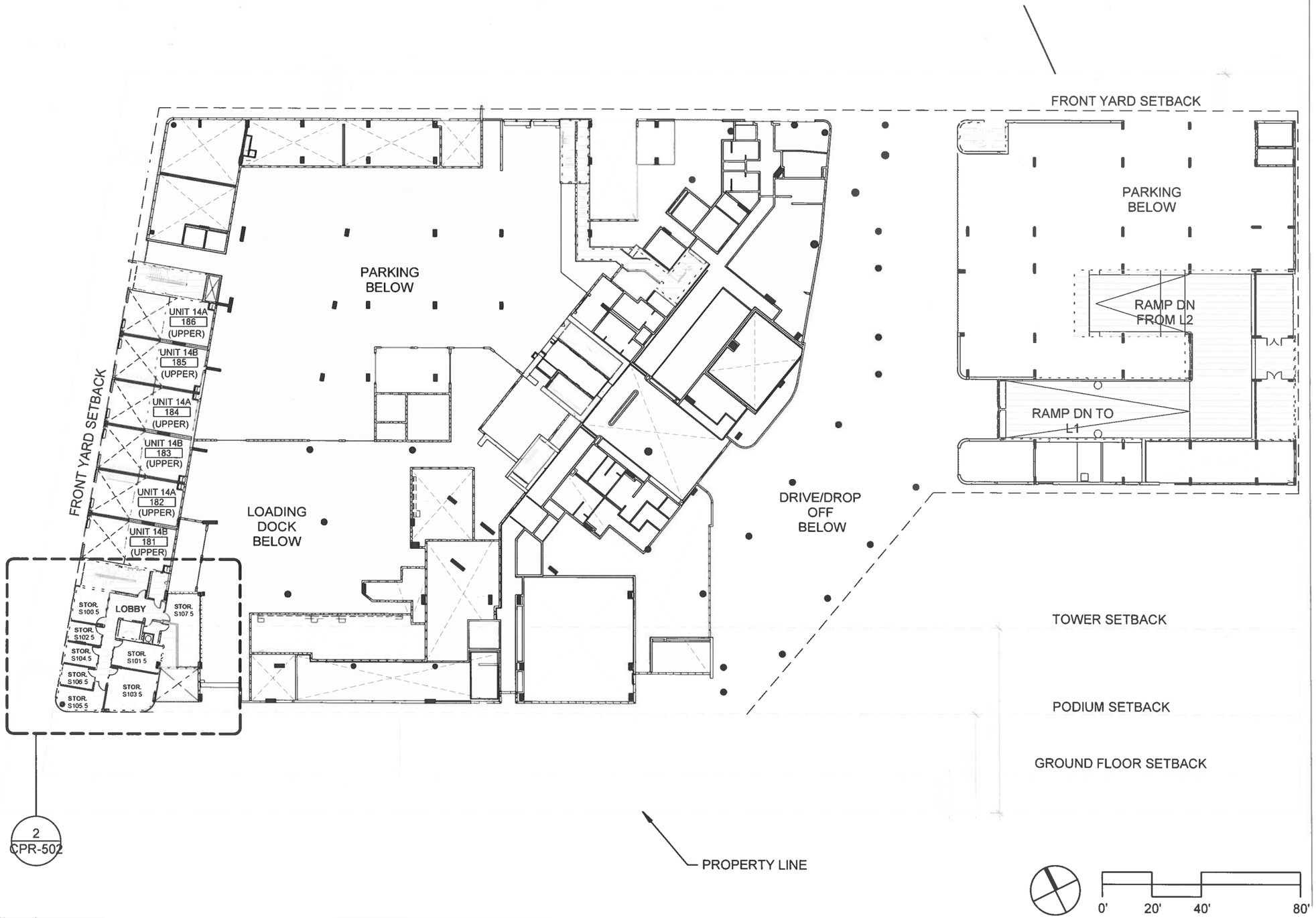
- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

NOTE: RESIDENTIAL PARKING SPACES AND STORAGE LOCKERS AND ROOMS ARE RESIDENTIAL UNIT LIMITED COMMON ELEMENTS (RULCE) AS ASSIGNED AND SET FORTH IN THE DECLARATION.

PARKING LEGEND



This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.

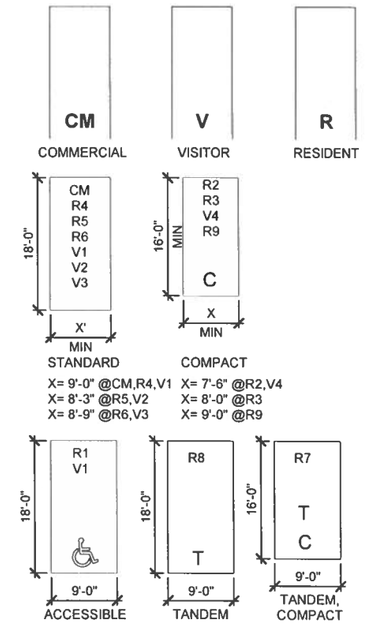


LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

NOTE: RESIDENTIAL PARKING SPACES AND STORAGE LOCKERS AND ROOMS ARE RESIDENTIAL UNIT LIMITED COMMON ELEMENTS (RULCE) AS ASSIGNED AND SET FORTH IN THE DECLARATION.

PARKING LEGEND



This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.

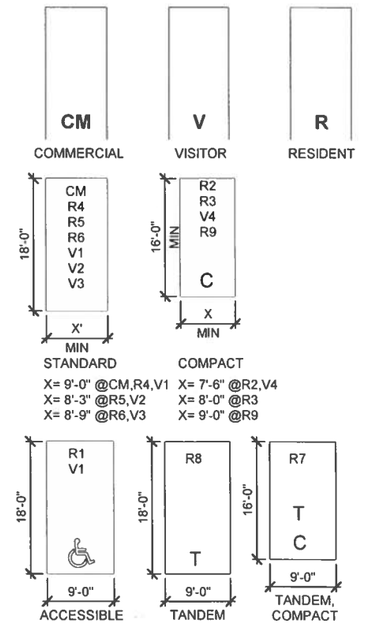


LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

NOTE: RESIDENTIAL PARKING SPACES AND STORAGE LOCKERS AND ROOMS ARE RESIDENTIAL UNIT LIMITED COMMON ELEMENTS (RULCE) AS ASSIGNED AND SET FORTH IN THE DECLARATION.

PARKING LEGEND



This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.

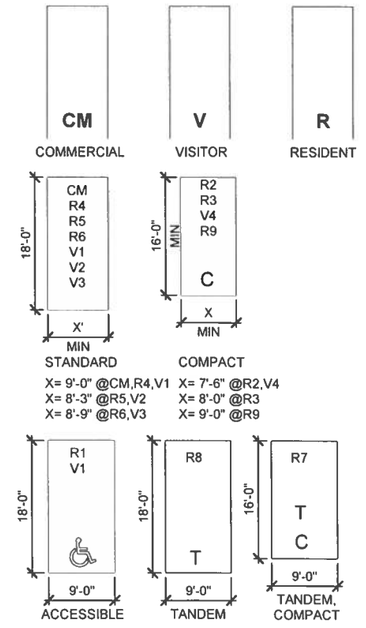


LEGEND

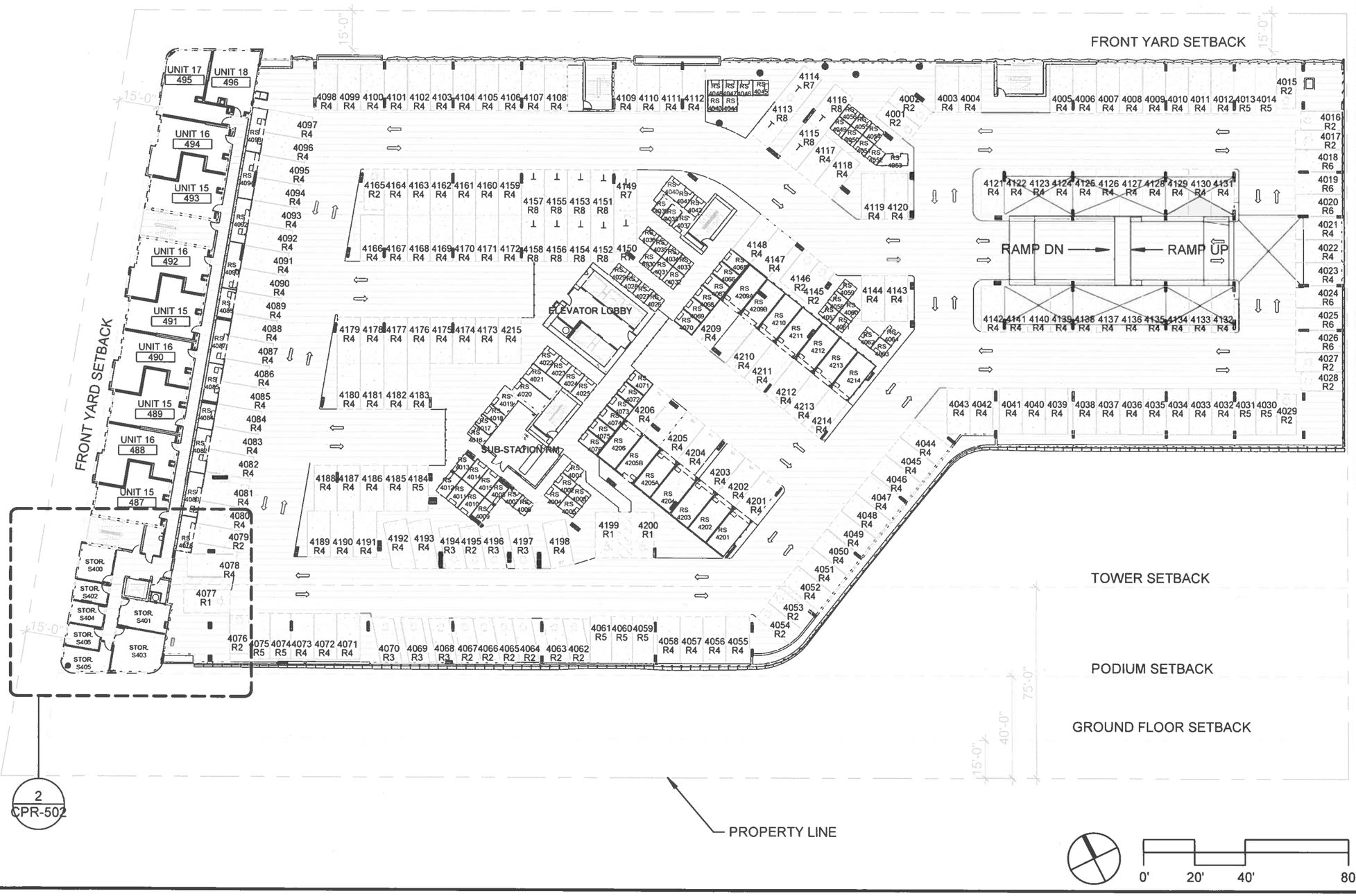
- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

NOTE: RESIDENTIAL PARKING SPACES AND STORAGE LOCKERS AND ROOMS ARE RESIDENTIAL UNIT LIMITED COMMON ELEMENTS (RULCE) AS ASSIGNED AND SET FORTH IN THE DECLARATION.

PARKING LEGEND



This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.

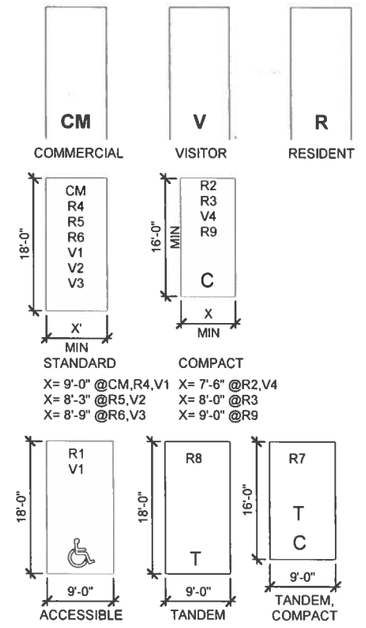


LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

NOTE: RESIDENTIAL PARKING SPACES AND STORAGE LOCKERS AND ROOMS ARE RESIDENTIAL UNIT LIMITED COMMON ELEMENTS (RULCE) AS ASSIGNED AND SET FORTH IN THE DECLARATION.

PARKING LEGEND



This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.

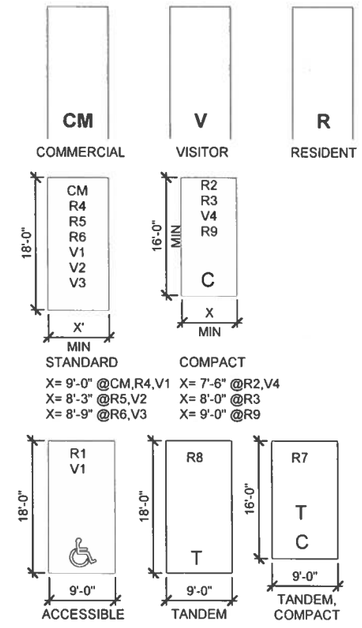


LEGEND

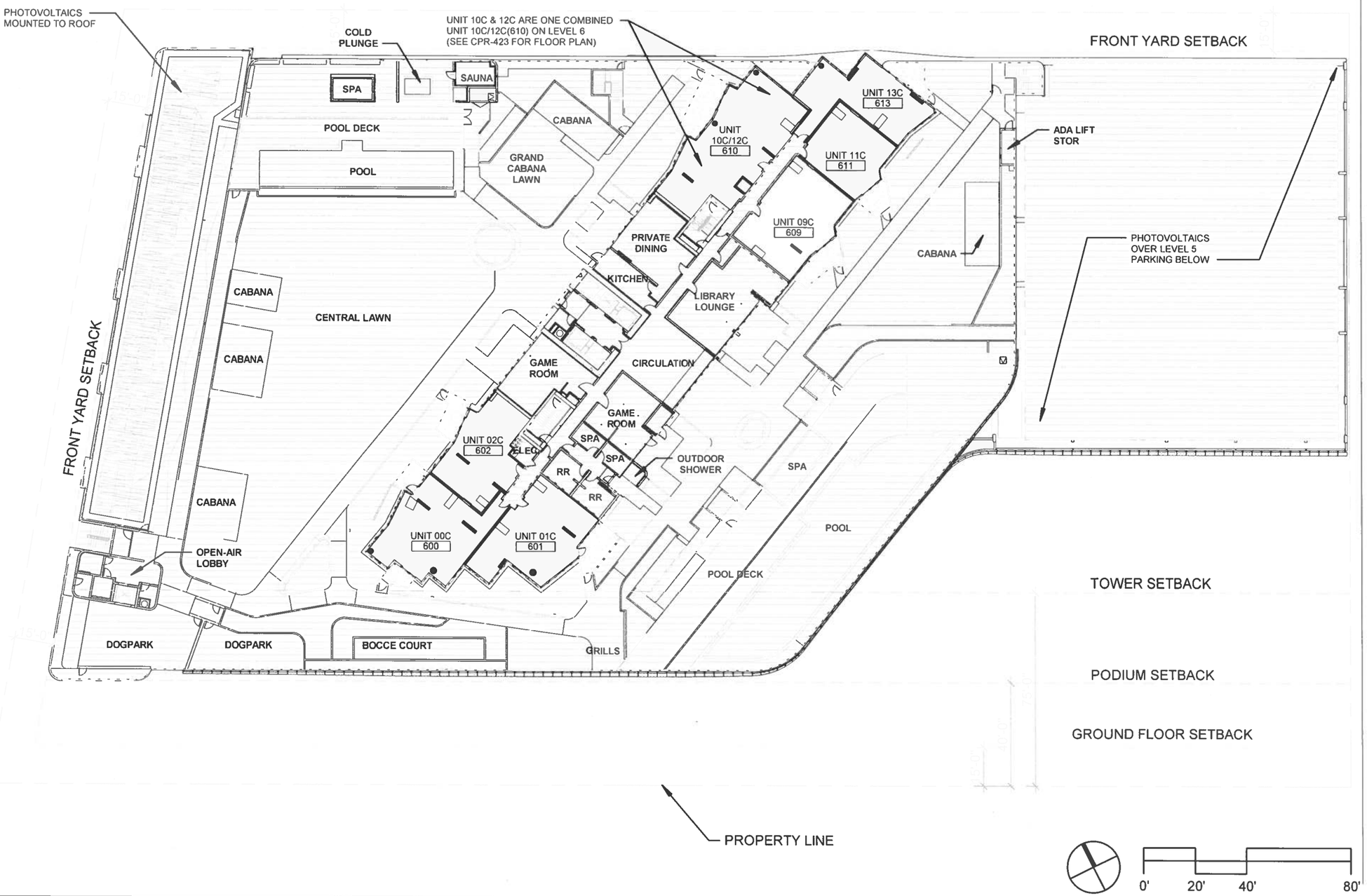
- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

NOTE: RESIDENTIAL PARKING SPACES AND STORAGE LOCKERS AND ROOMS ARE RESIDENTIAL UNIT LIMITED COMMON ELEMENTS (RULCE) AS ASSIGNED AND SET FORTH IN THE DECLARATION.

PARKING LEGEND



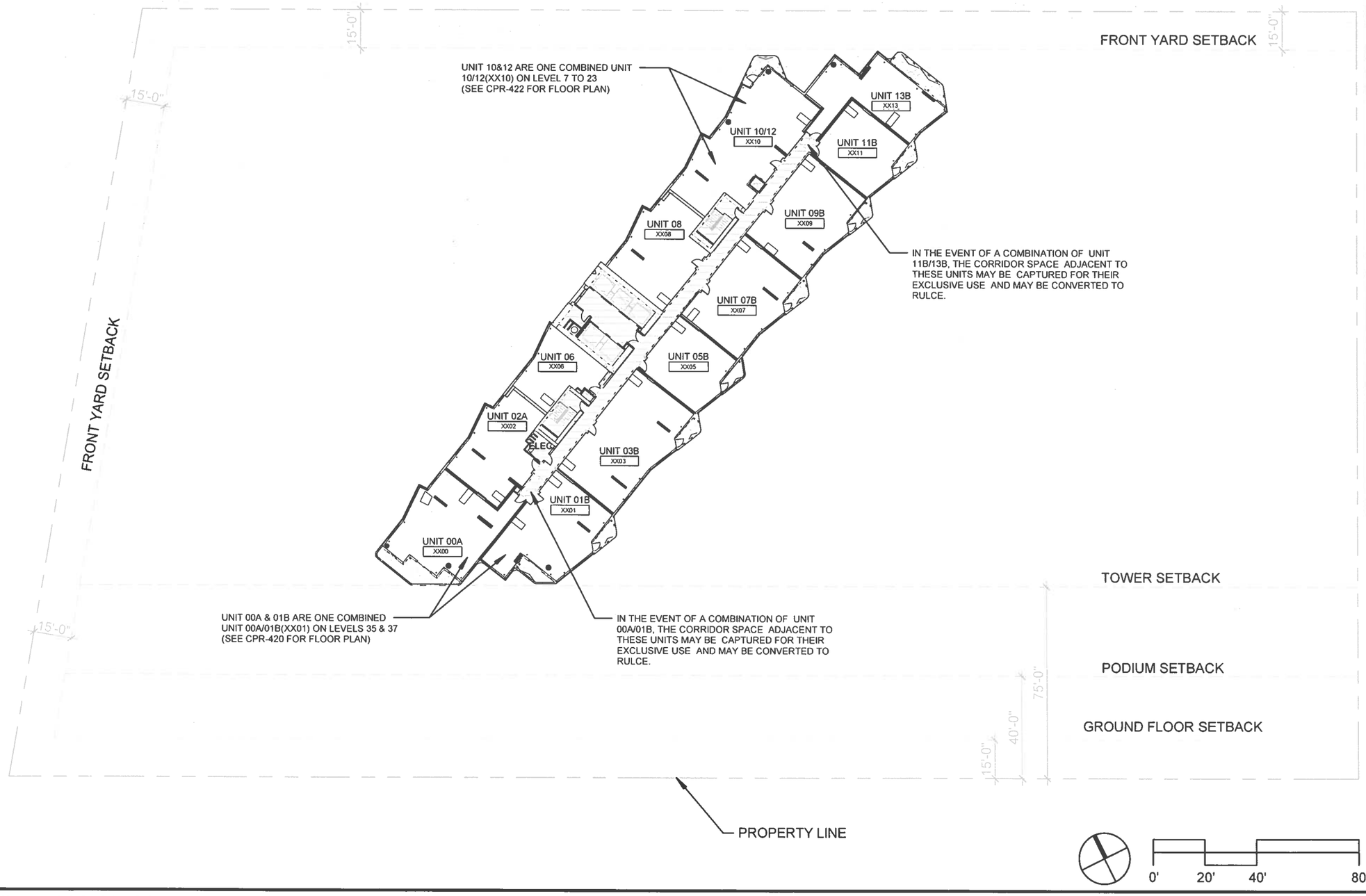
This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

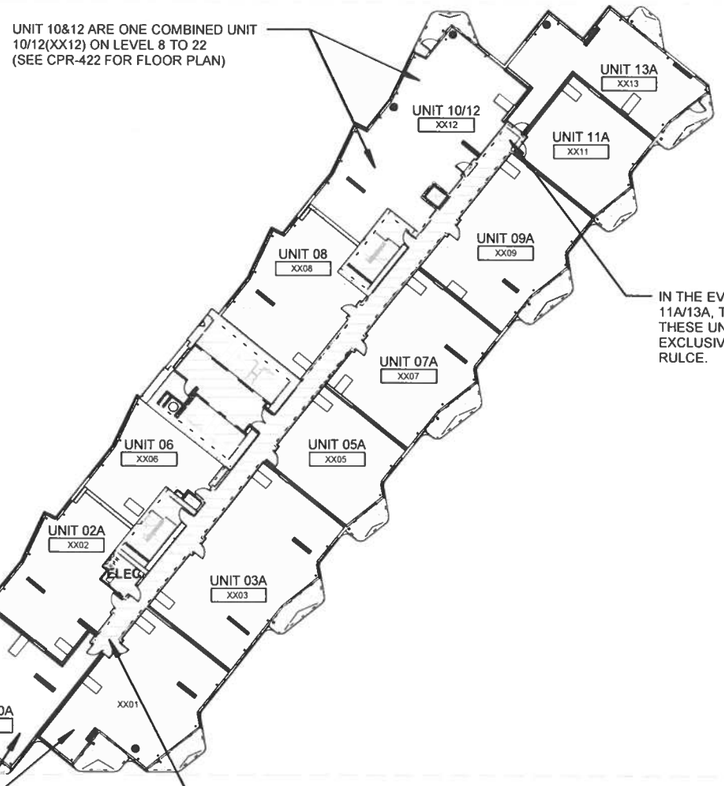
This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



IN THE EVENT OF A COMBINATION OF UNIT 11A/13A, THE CORRIDOR SPACE ADJACENT TO THESE UNITS MAY BE CAPTURED FOR THEIR EXCLUSIVE USE AND MAY BE CONVERTED TO RULCE.

FRONT YARD SETBACK

FRONT YARD SETBACK

TOWER SETBACK

PODIUM SETBACK

GROUND FLOOR SETBACK

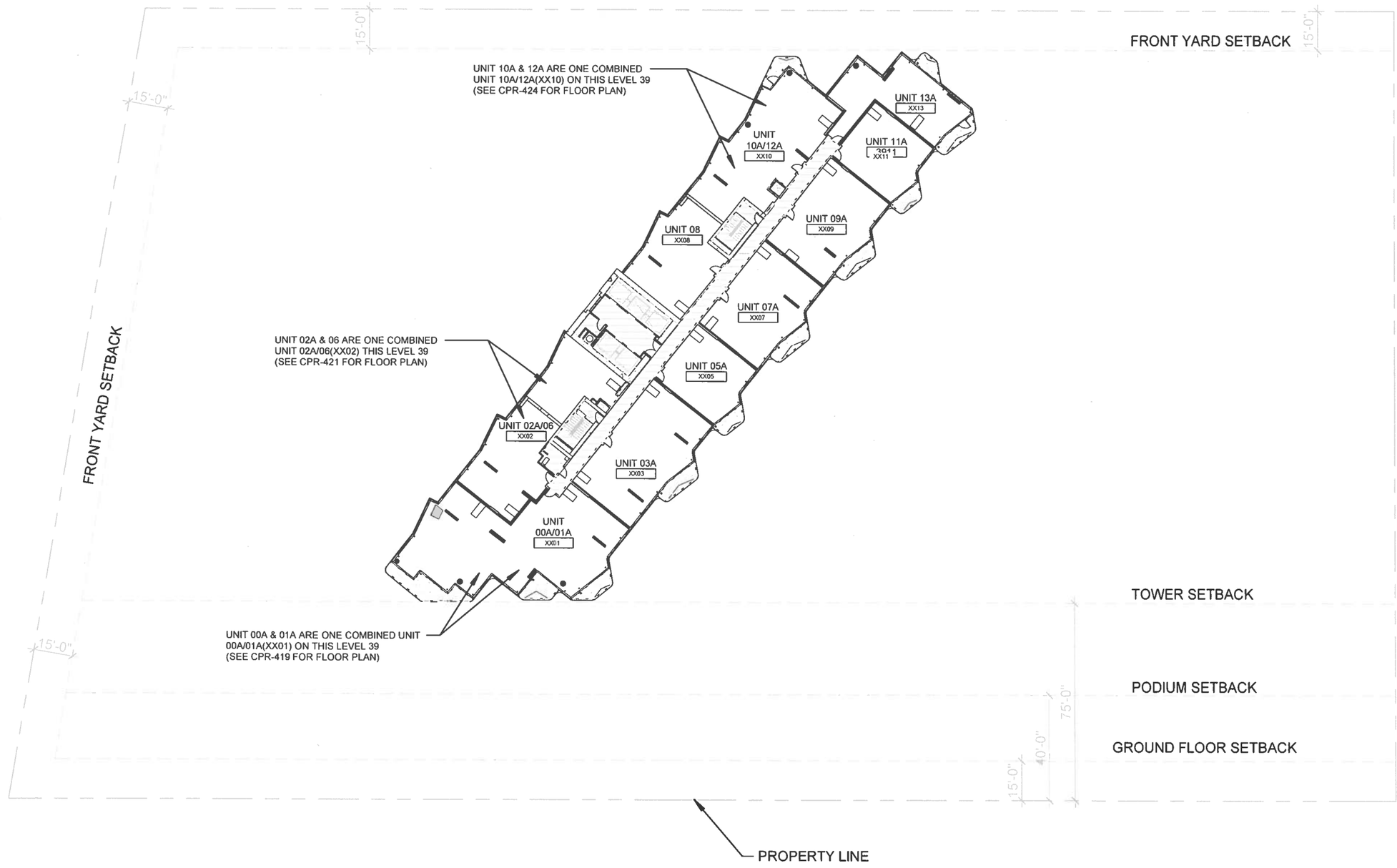
PROPERTY LINE

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

0' 20' 40' 80'

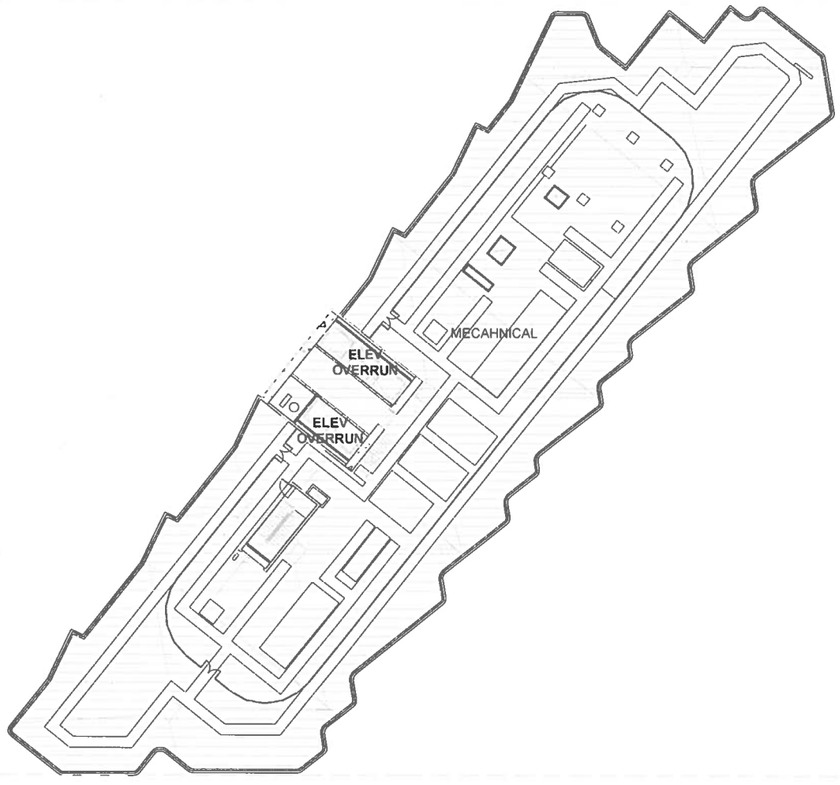
This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



FRONT YARD SETBACK

FRONT YARD SETBACK

TOWER SETBACK

PODIUM SETBACK

GROUND FLOOR SETBACK

15'-0"

15'-0"

15'-0"

75'-0"

40'-0"

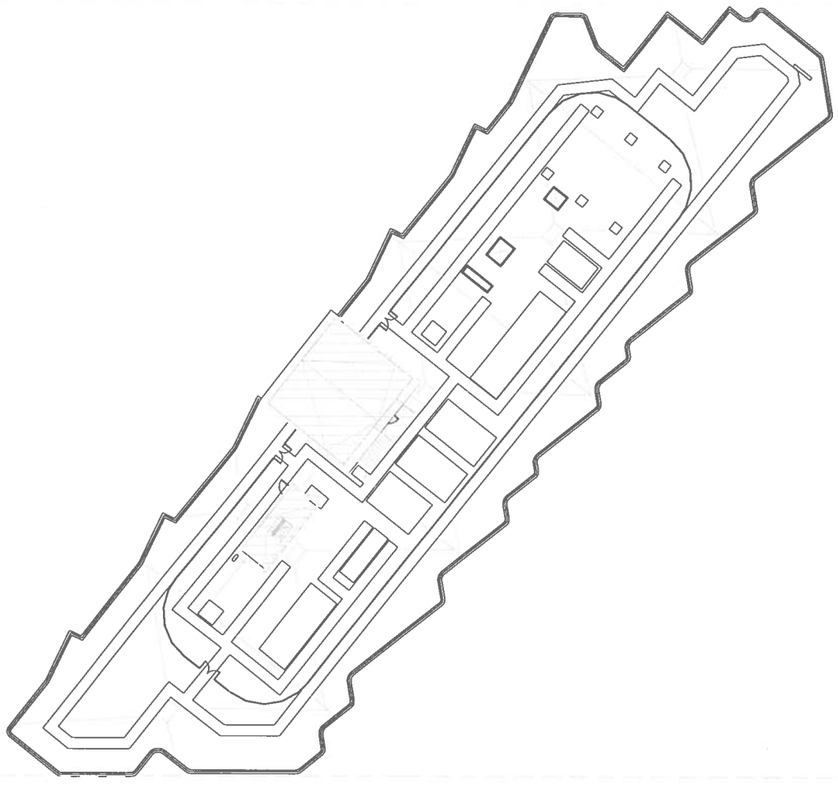
15'-0"

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

0' 20' 40' 80'

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



FRONT YARD SETBACK

15'-0"

15'-0"

FRONT YARD SETBACK

15'-0"

TOWER SETBACK

PODIUM SETBACK

75'-0"

GROUND FLOOR SETBACK

40'-0"

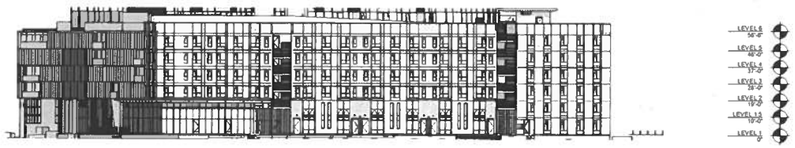
15'-0"

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

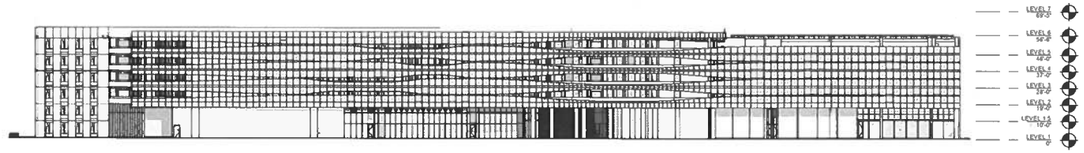
0' 20' 40' 80'

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



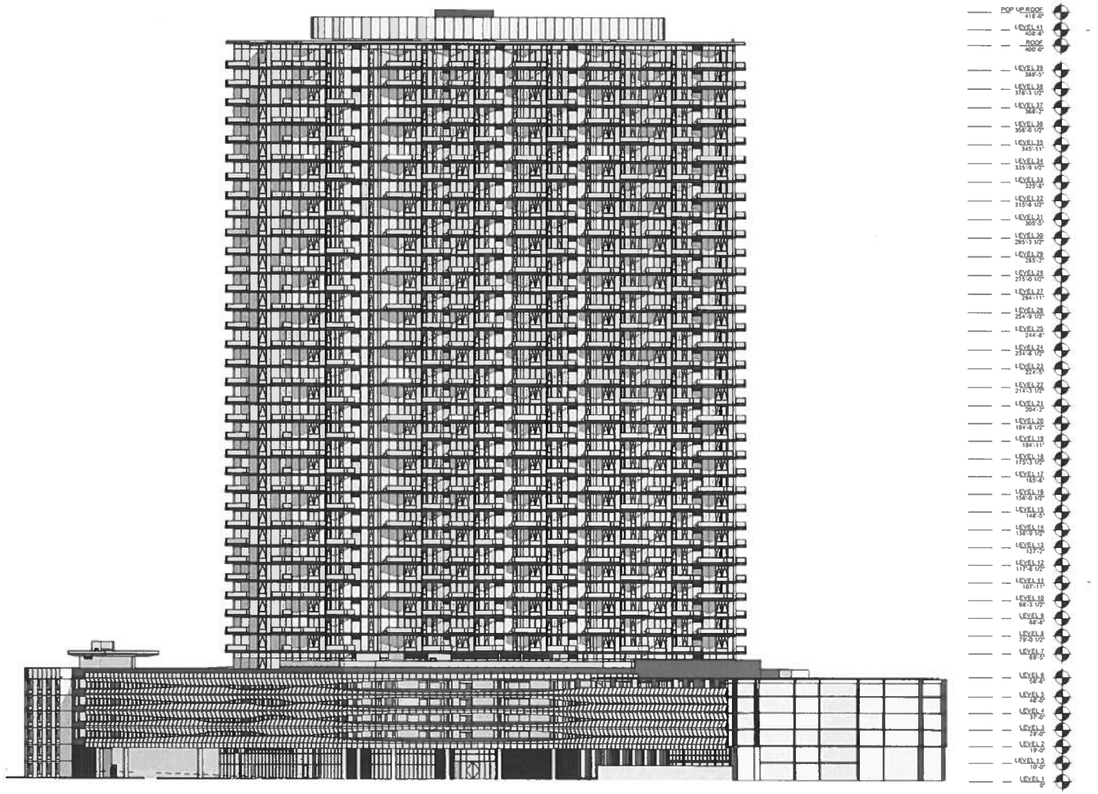
PODIUM WEST ELEVATION - KOULA ST

1" = 80'-0"



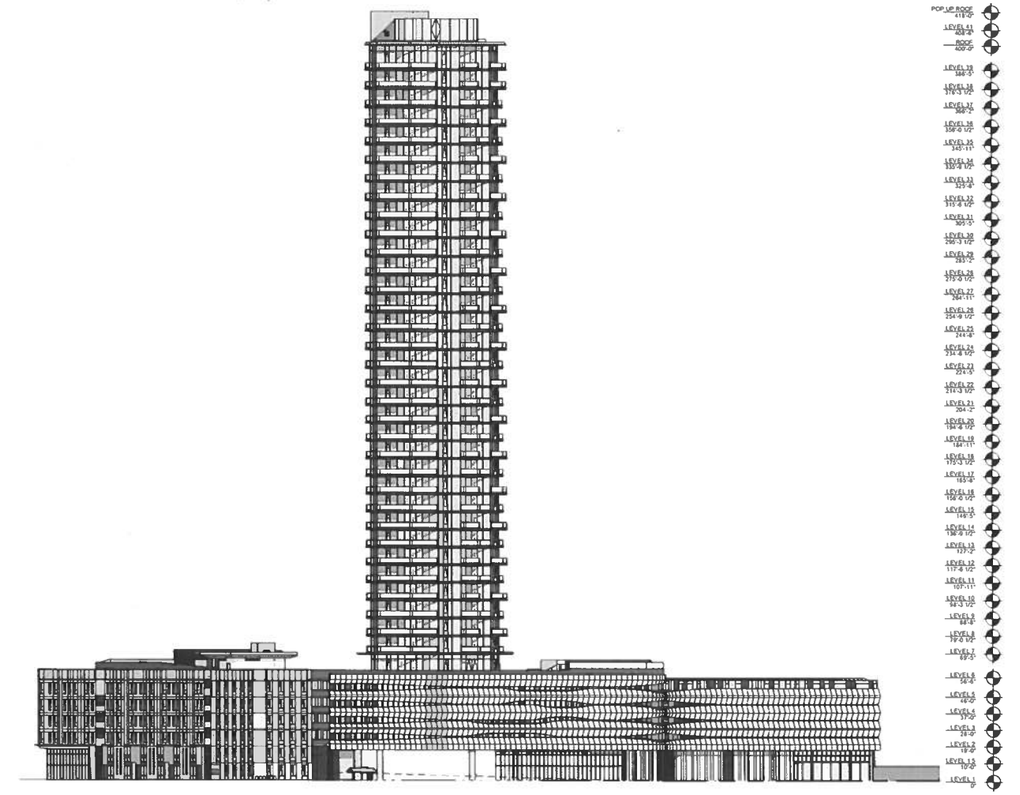
PODIUM SOUTH ELEVATION - ALA MOANA BLVD

1" = 80'-0"



DIAMOND HEAD ELEVATION

1" = 80'-0"



MAKAI ELEVATION

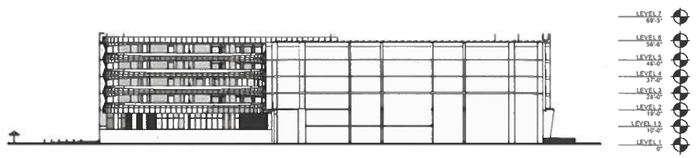
1" = 80'-0"

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



PODIUM NORTH ELEVATION - AUAHI ST

1" = 80'-0"



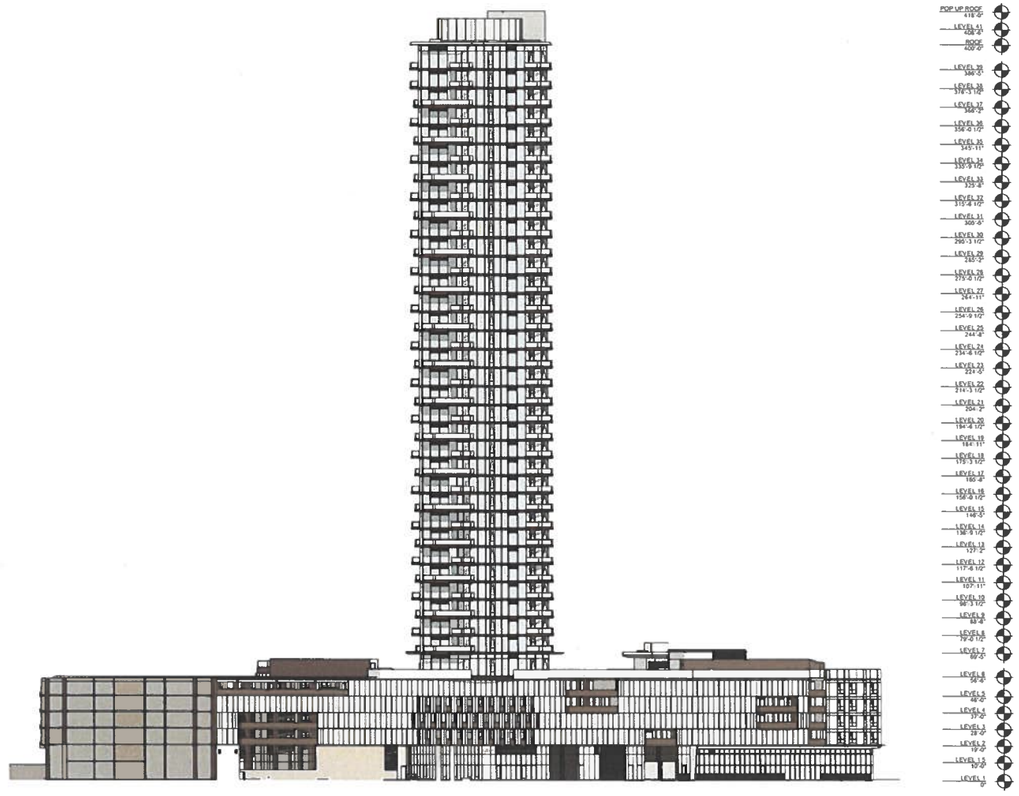
PODIUM EAST ELEVATION

1" = 80'-0"



EWA ELEVATION

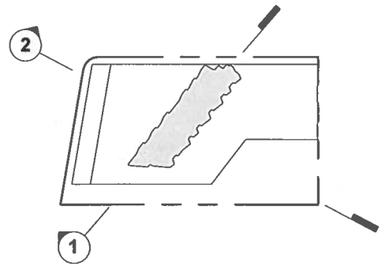
1" = 80'-0"

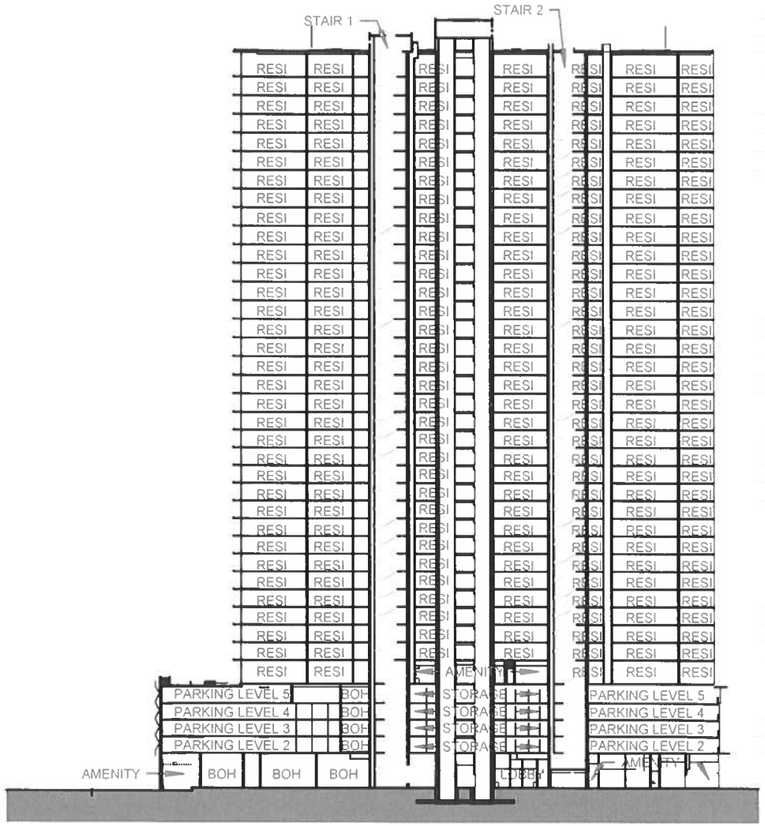


MAUKA ELEVATION

1" = 80'-0"

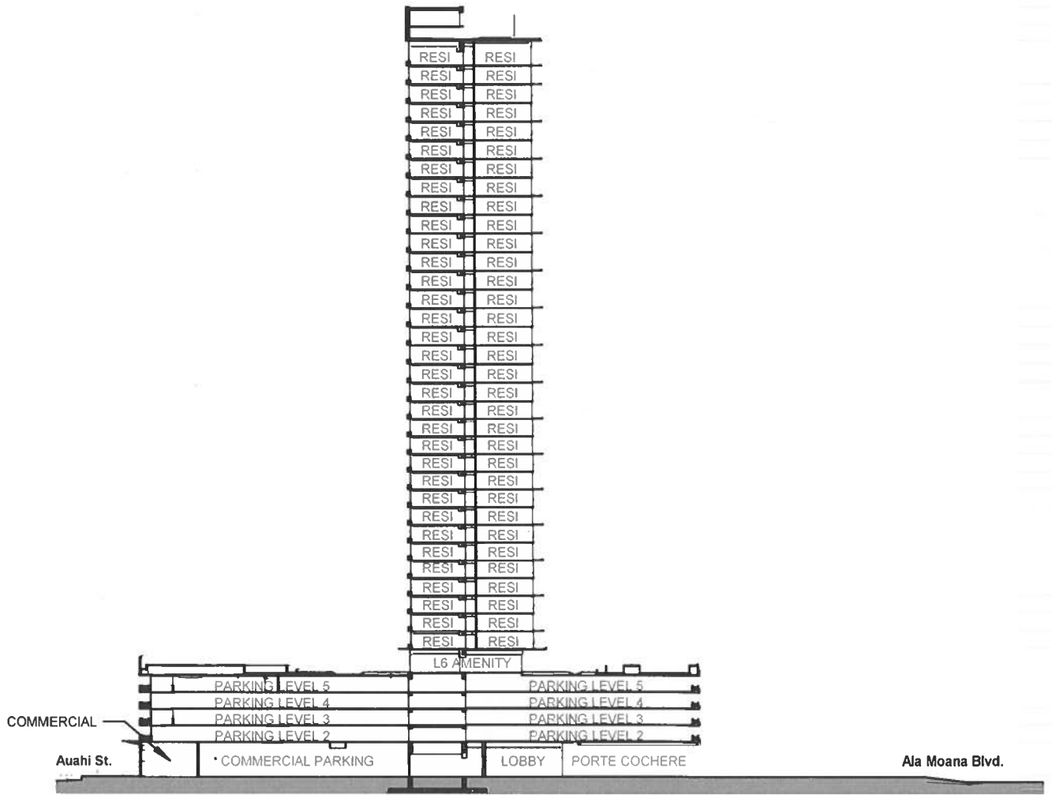
This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.





BUILDING SECTION 1

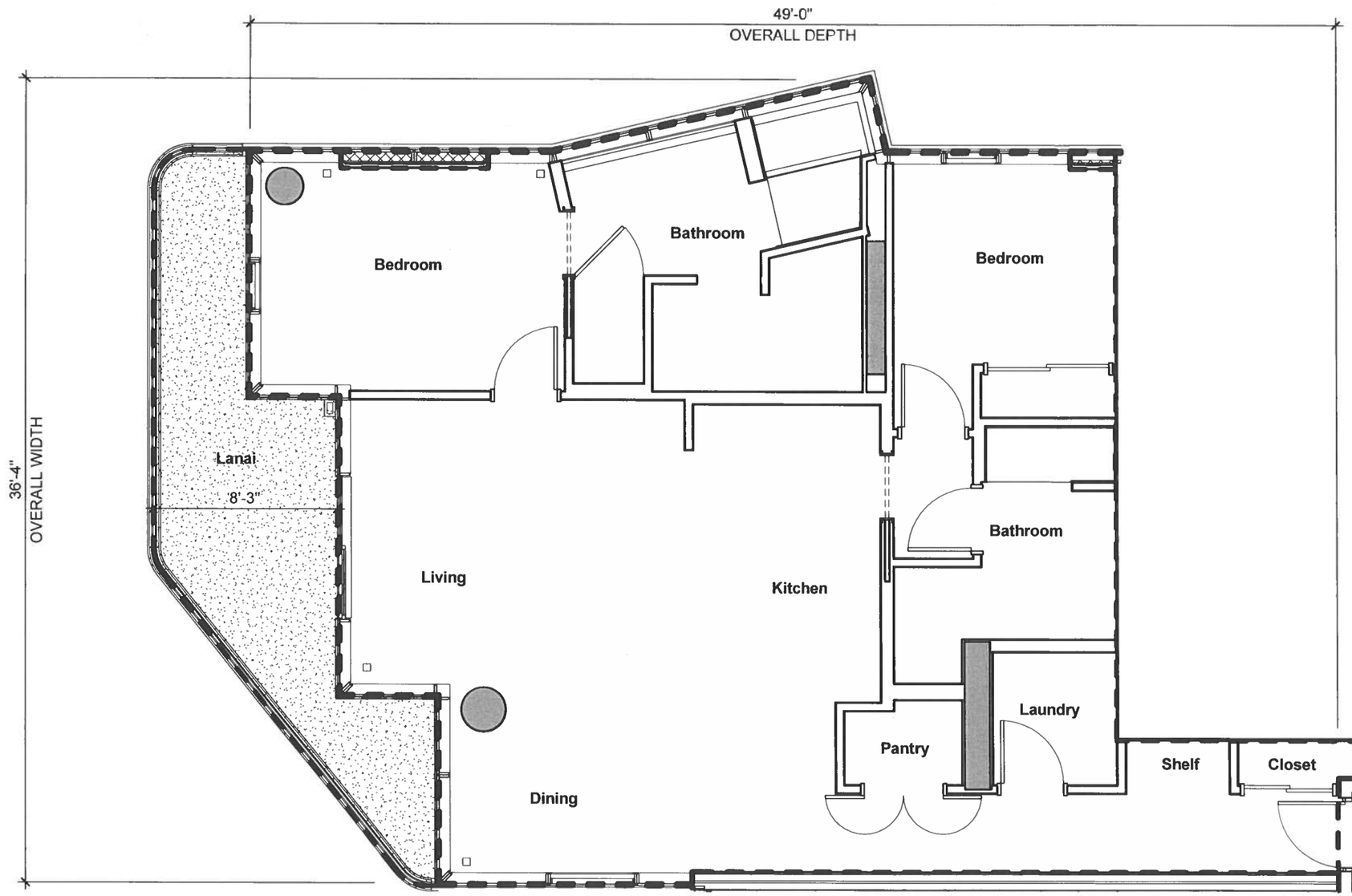
1" = 80'-0"



BUILDING SECTION 2

1" = 80'-0"

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA

DH

00A

2 Bedroom / 2 Bath

NET LIVING AREA: 1,235 SF

LANAI AREA: 184 SF

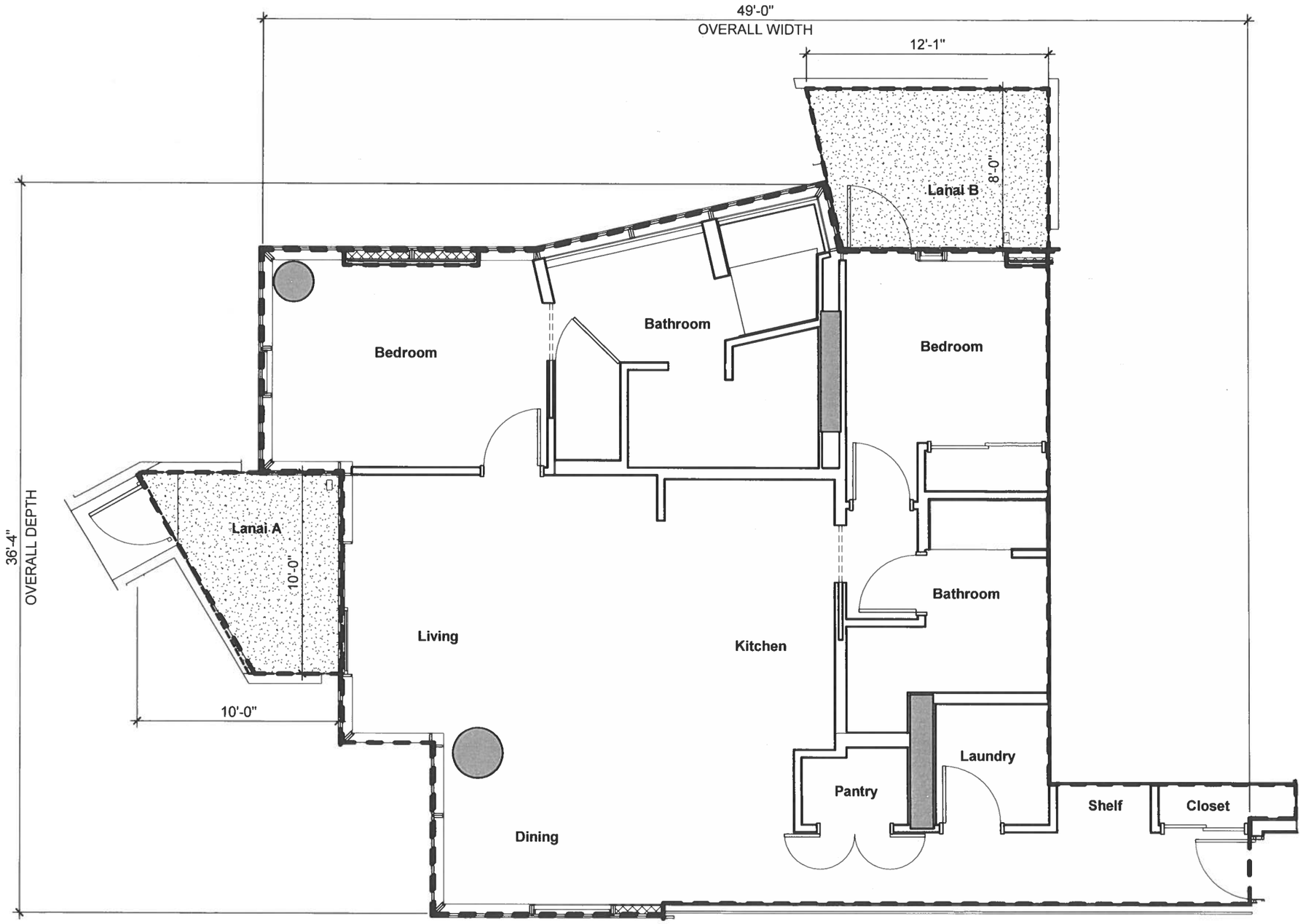
UNIT NUMBERS:

700,800, 900, 1000, 1100,
1200, 1300, 1400, 1500, 1600,
1700, 1800, 1900, 2000, 2100,
2200, 2300, 2400, 2500, 2600,
2700, 2800, 2900, 3000, 3100,
3200, 3300

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA

DH

00C

2 Bedroom / 2 Bath

NET LIVING AREA: 1,235 SF
LANAI AREA A: 72 SF
LANAI AREA B: 89 SF

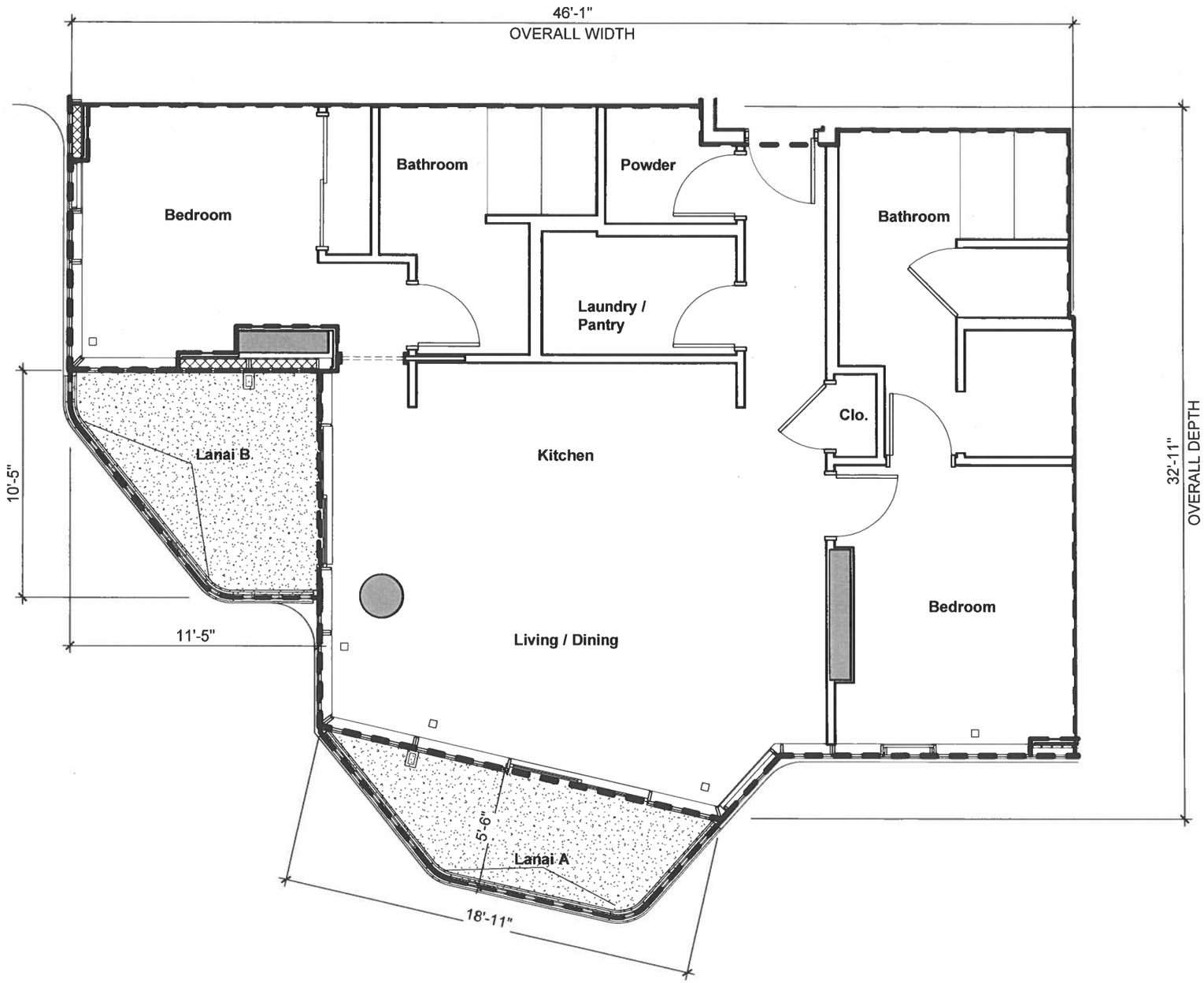
UNIT NUMBERS:

600

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA

DH

01A

2 Bedroom / 2.5 Bath

NET LIVING AREA:	1,148 SF
LANAI AREA A:	72 SF
LANAI AREA B:	92 SF

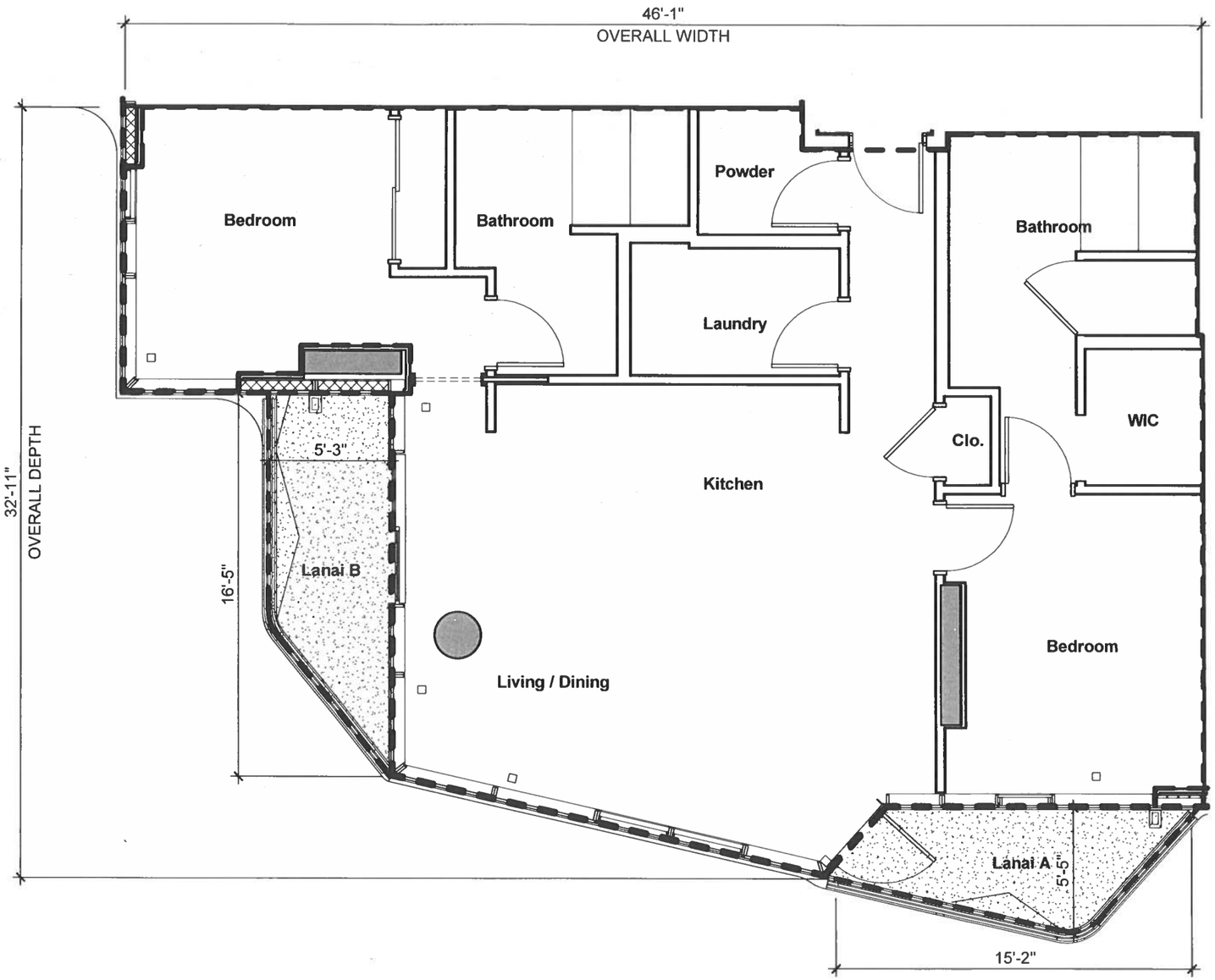
UNIT NUMBERS:

801, 1001, 1201, 1401, 1601,
1801, 2001, 2201, 2401, 2601,
2801, 3001, 3201

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA

DH

01B

2 Bedroom / 2.5 Bath

NET LIVING AREA:	1,148 SF
LANAI AREA A:	58 SF
LANAI AREA B:	69 SF

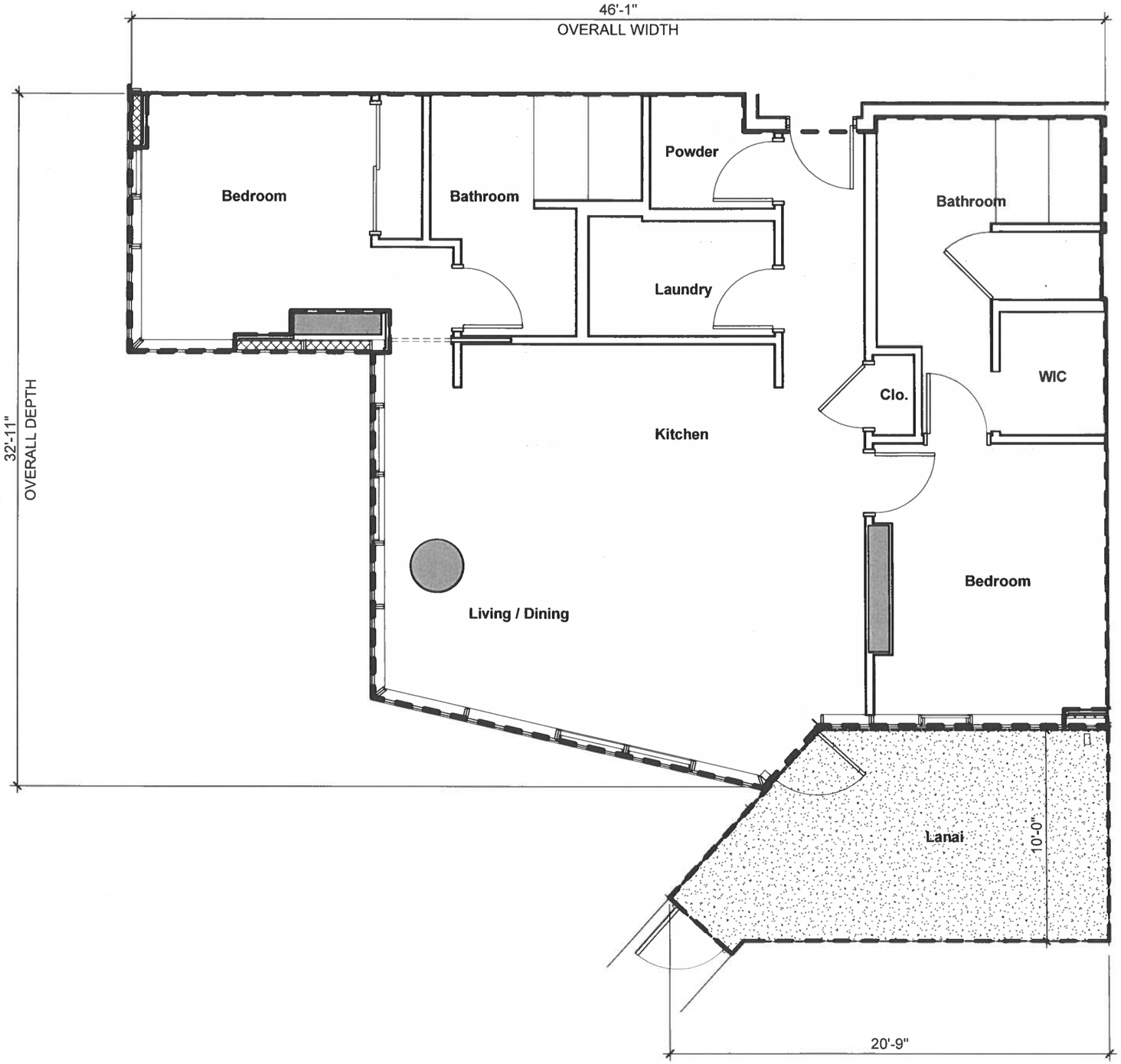
UNIT NUMBERS:

701, 901, 1101, 1301, 1501,
1701, 1901, 2101, 2301, 2501,
2701, 2901, 3101, 3301

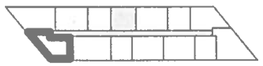
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

01C

2 Bedroom / 2.5 Bath

NET LIVING AREA: 1,148 SF

LANAI AREA: 179 SF

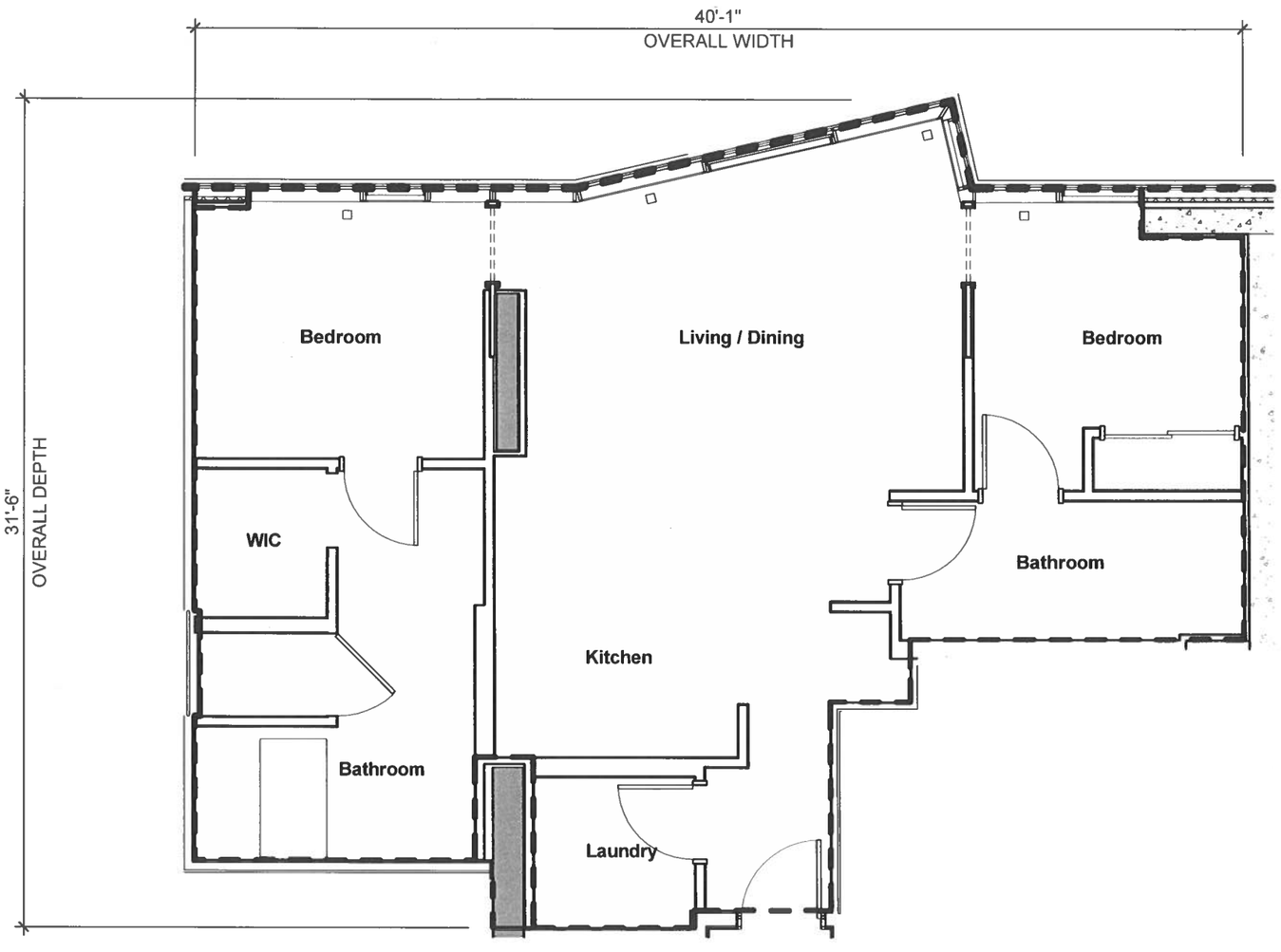
UNIT NUMBERS:

601

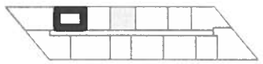
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

02A

2 Bedroom / 2 Bath

NET LIVING AREA: 931 SF

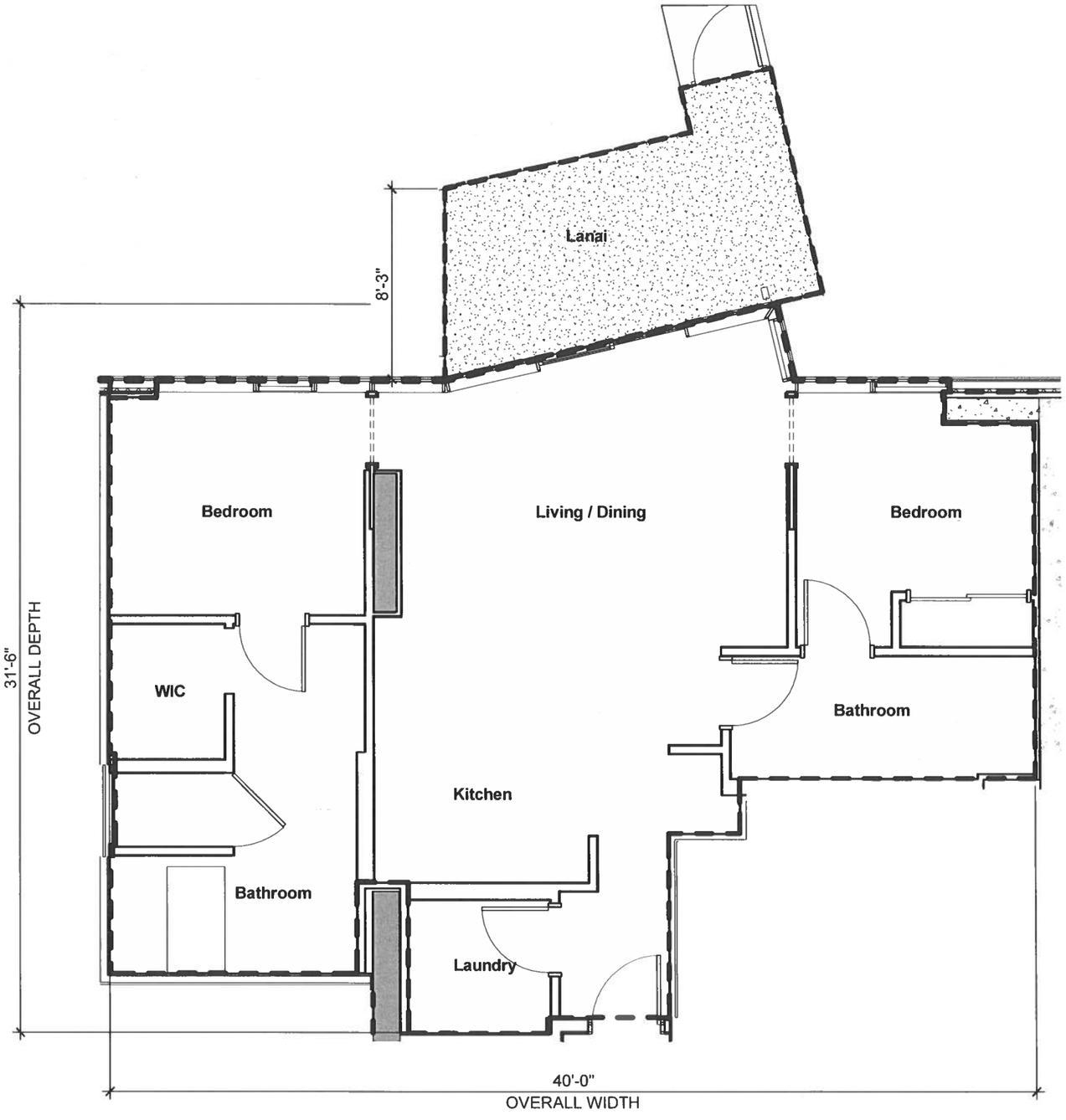
UNIT NUMBERS:

702, 802, 902, 1002, 1102,
1202, 1302, 1402, 1502, 1602,
1702, 1802, 1902, 2002, 2102,
2202, 2302, 2402, 2502, 2602,
2702, 2802, 2902, 3002, 3102,
3202, 3302, 3402, 3502, 3602,
3702, 3802

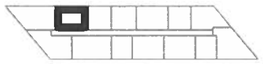
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

02C

2 Bedroom / 2 Bath

NET LIVING AREA: 931 SF

LANAI AREA: 134 SF

UNIT NUMBERS:

602

LEGEND

RU: RESIDENTIAL UNIT (NO HATCH)

RLCE: RESIDENTIAL LIMITED COMMON ELEMENT

RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

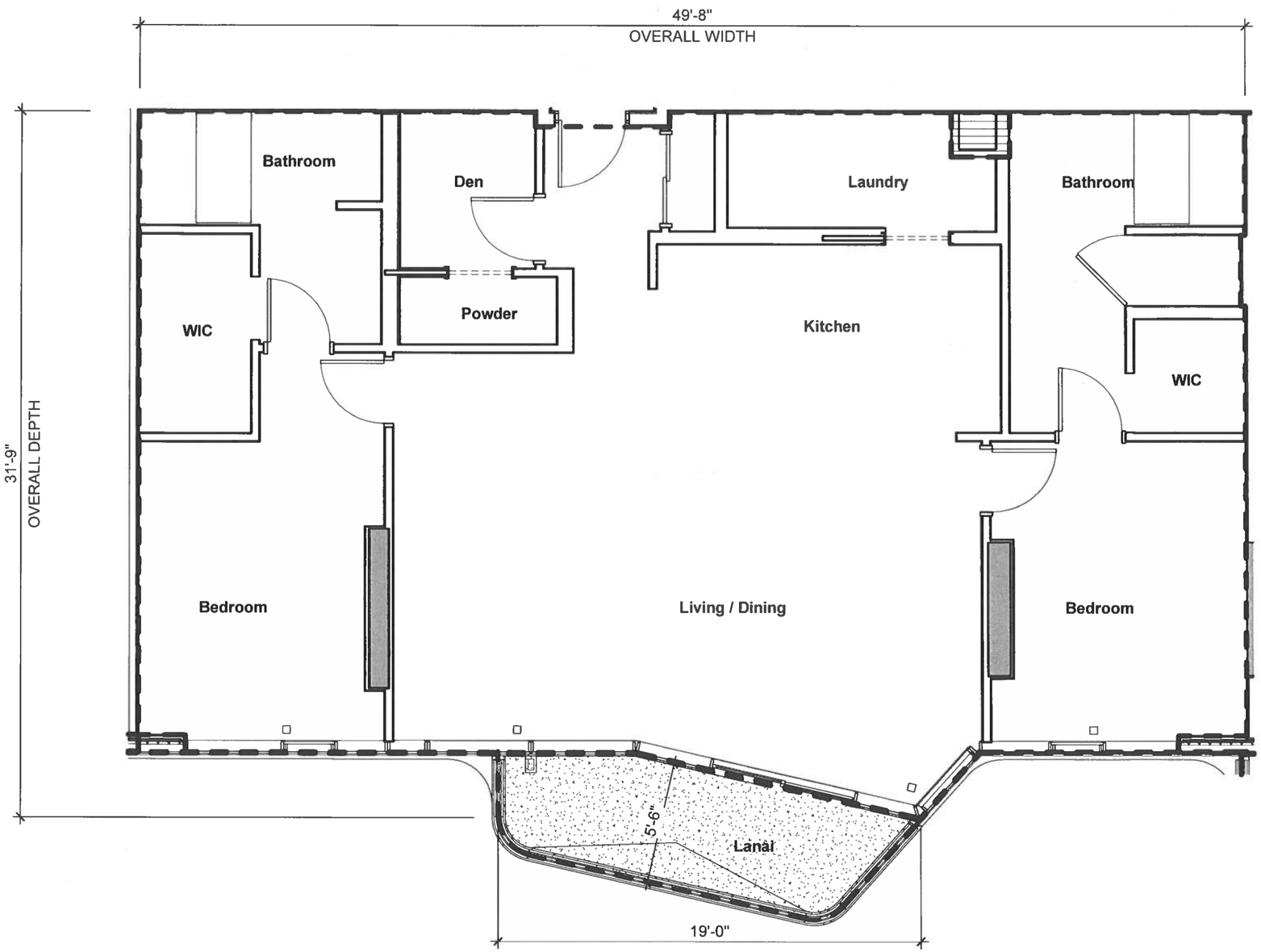
CU: COMMERCIAL UNIT

CLCE: COMMERCIAL LIMITED COMMON ELEMENT

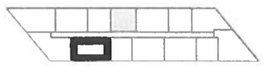
AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT

CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

03A

2 Bedroom / 2.5 Bath + Den

NET LIVING AREA: 1,435 SF

LANAI AREA: 90 SF

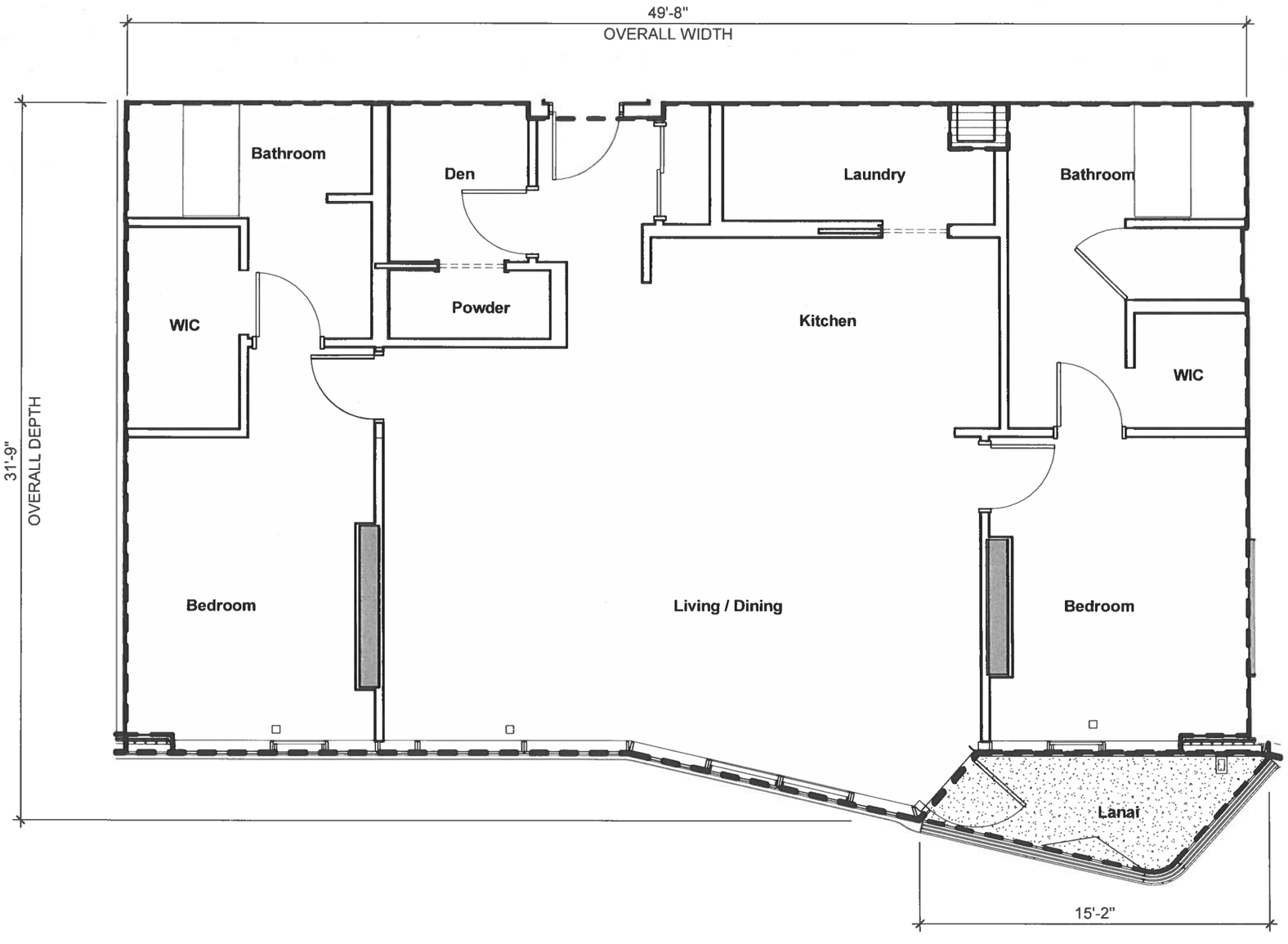
UNIT NUMBERS:

803, 1003, 1203,1403, 1603, 1803, 2003, 2203, 2403, 2603, 2803, 3003, 3203, 3403, 3603, 3803, 3903

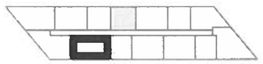
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

03B

2 Bedroom / 2.5 Bath + Den

NET LIVING AREA: 1,435 SF

LANAI AREA: 58 SF

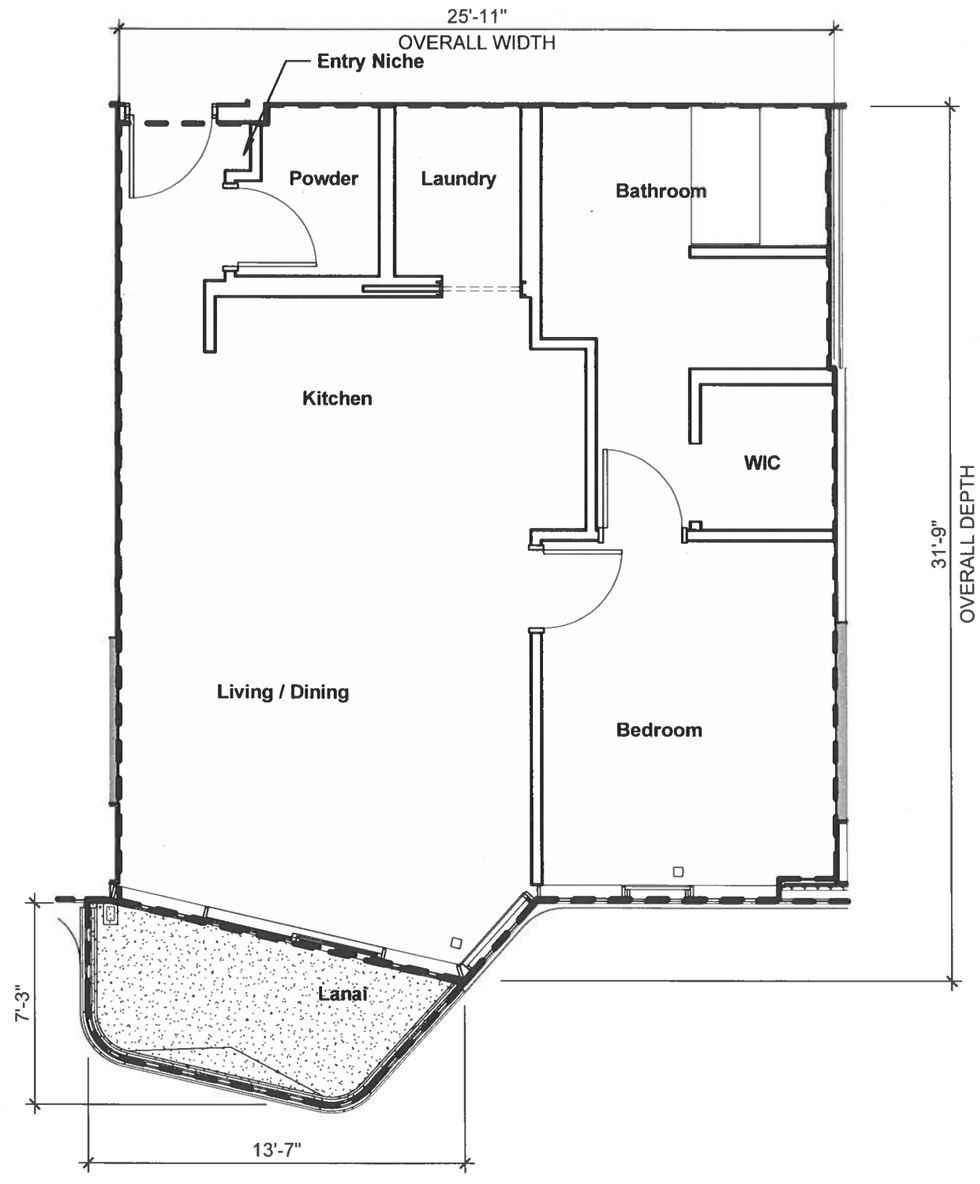
UNIT NUMBERS:

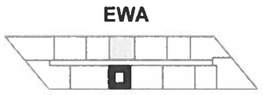
703, 903, 1103,1303, 1503, 1703, 1903, 2103, 2303, 2503, 2703, 2903, 3103, 3303, 3503, 3703

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.





05A

1 Bedroom / 1.5 Bath

NET LIVING AREA: 761 SF

LANAI AREA: 64 SF

UNIT NUMBERS:

805, 1005, 1205,1405, 1605, 1805, 2005, 2205, 2405, 2605, 2805, 3005, 3205, 3405, 3605, 3805, 3905

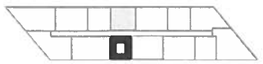
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

05B

1 Bedroom / 1.5 Bath

NET LIVING AREA: 761 SF

LANAI AREA: 58 SF

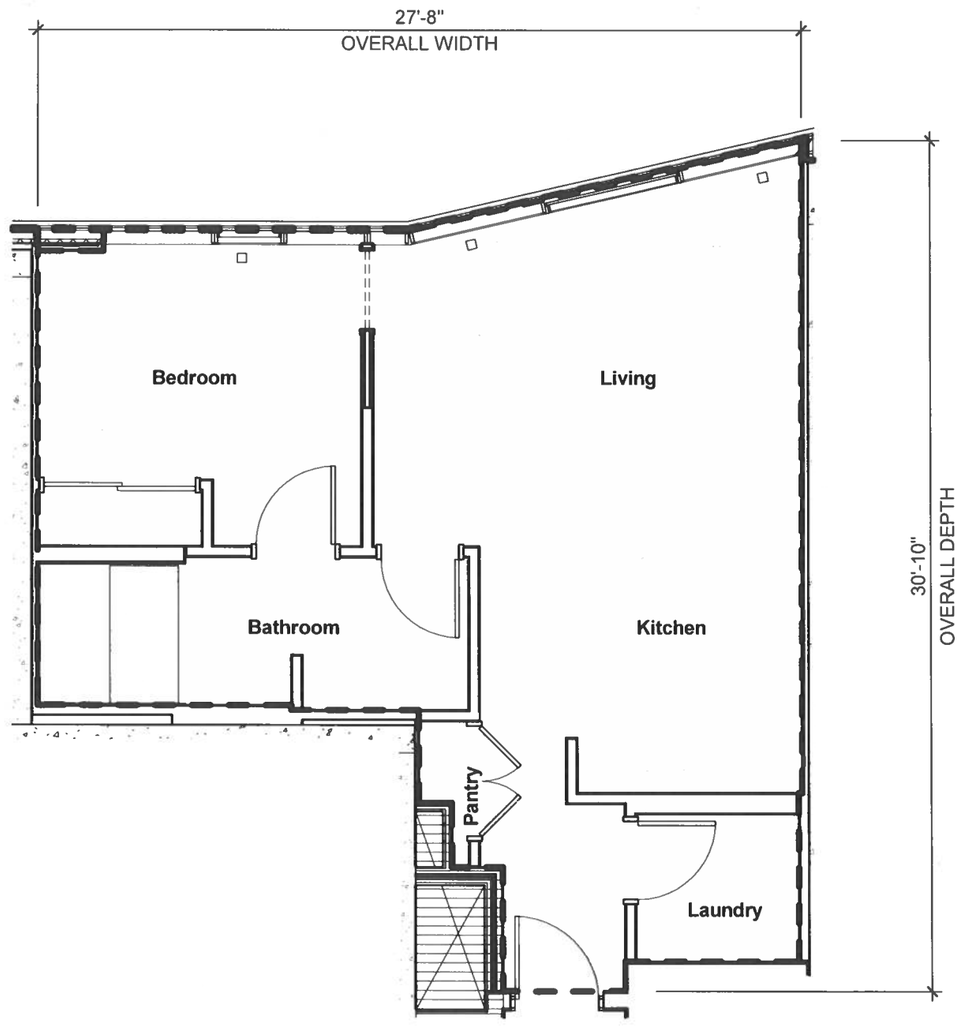
UNIT NUMBERS:

705, 905, 1105,1305, 1505, 1705, 1905, 2105, 2305, 2505, 2705, 2905, 3105, 3305, 3505, 3705

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

06

1 Bedroom / 1 Bath

NET LIVING AREA: 617 SF

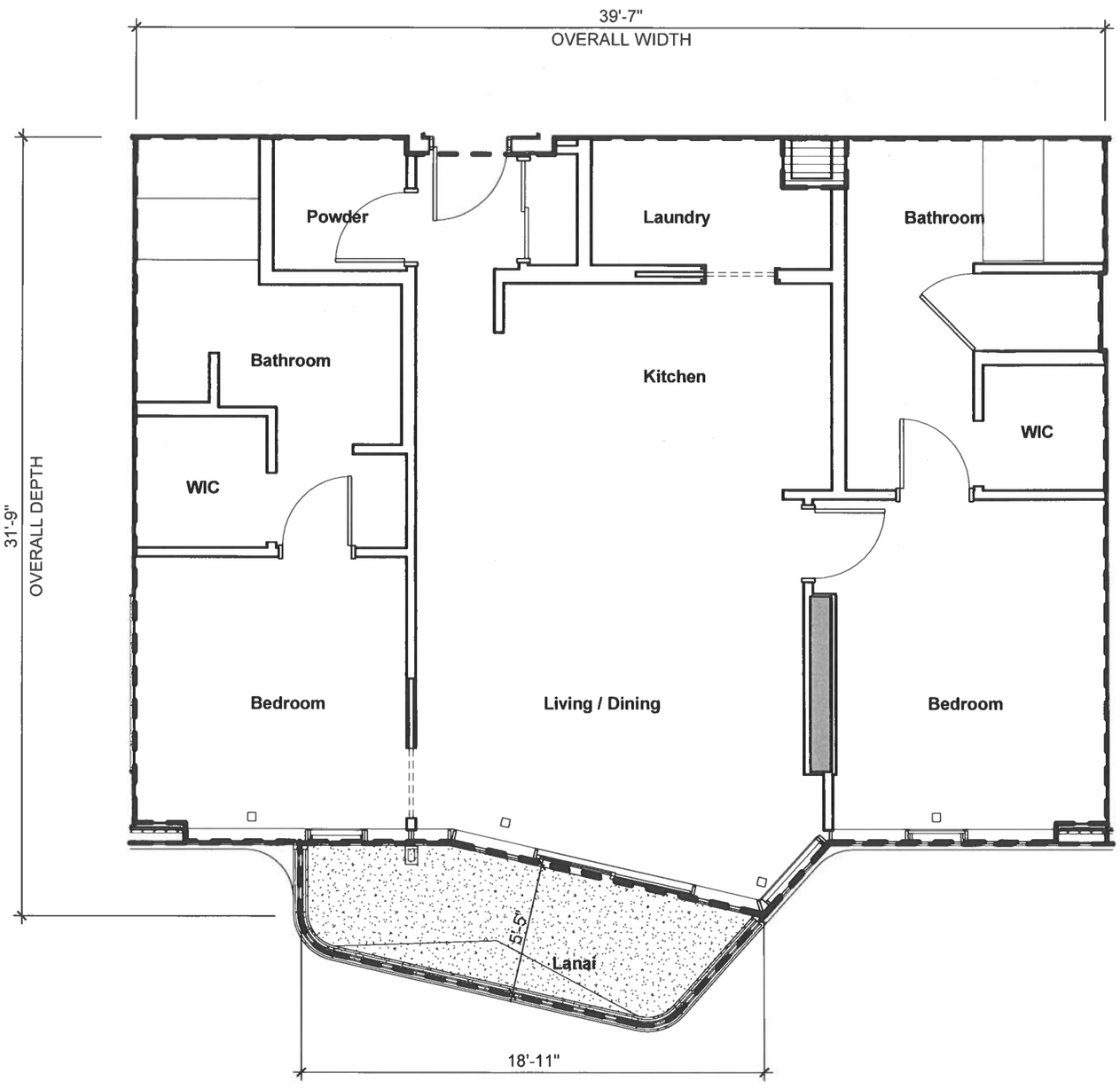
UNIT NUMBERS:

706, 806, 906, 1006, 1106,
1206, 1306, 1406, 1506, 1606,
1706, 1806, 1906, 2006, 2106,
2206, 2306, 2406, 2506, 2606,
2706, 2806, 2906, 3006, 3106,
3206, 3306, 3406, 3506, 3606,
3706, 3806

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

07A

2 Bedroom / 2.5 Bath

NET LIVING AREA: 1,148 SF

LANAI AREA: 90 SF

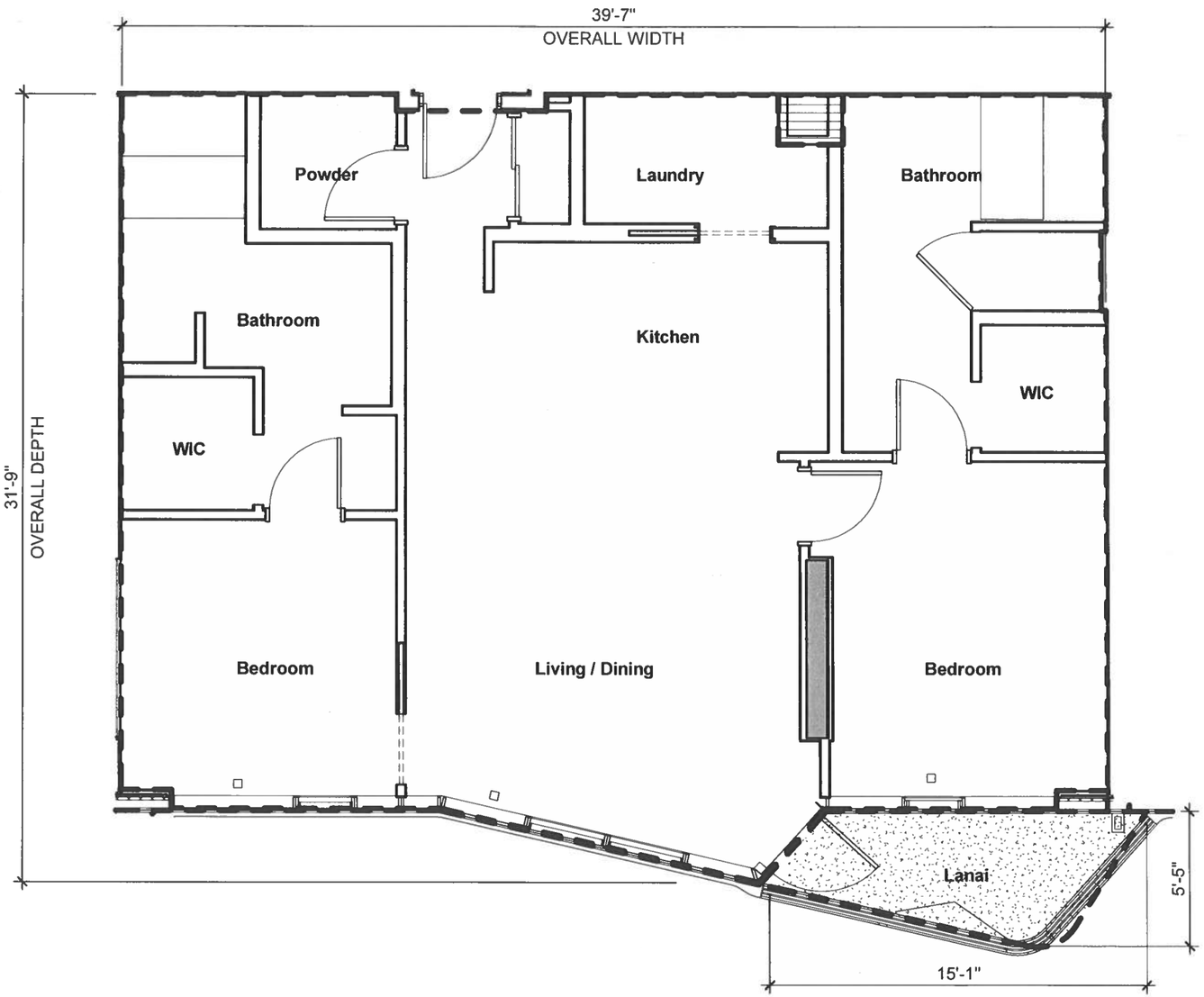
UNIT NUMBERS:

807, 1007, 1207,1407, 1607,
1807, 2007, 2207, 2407, 2607,
2807, 3007, 3207, 3407, 3607,
3807, 3907

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

07B

2 Bedroom / 2.5 Bath

NET LIVING AREA: 1,148 SF

LANAI AREA: 58 SF

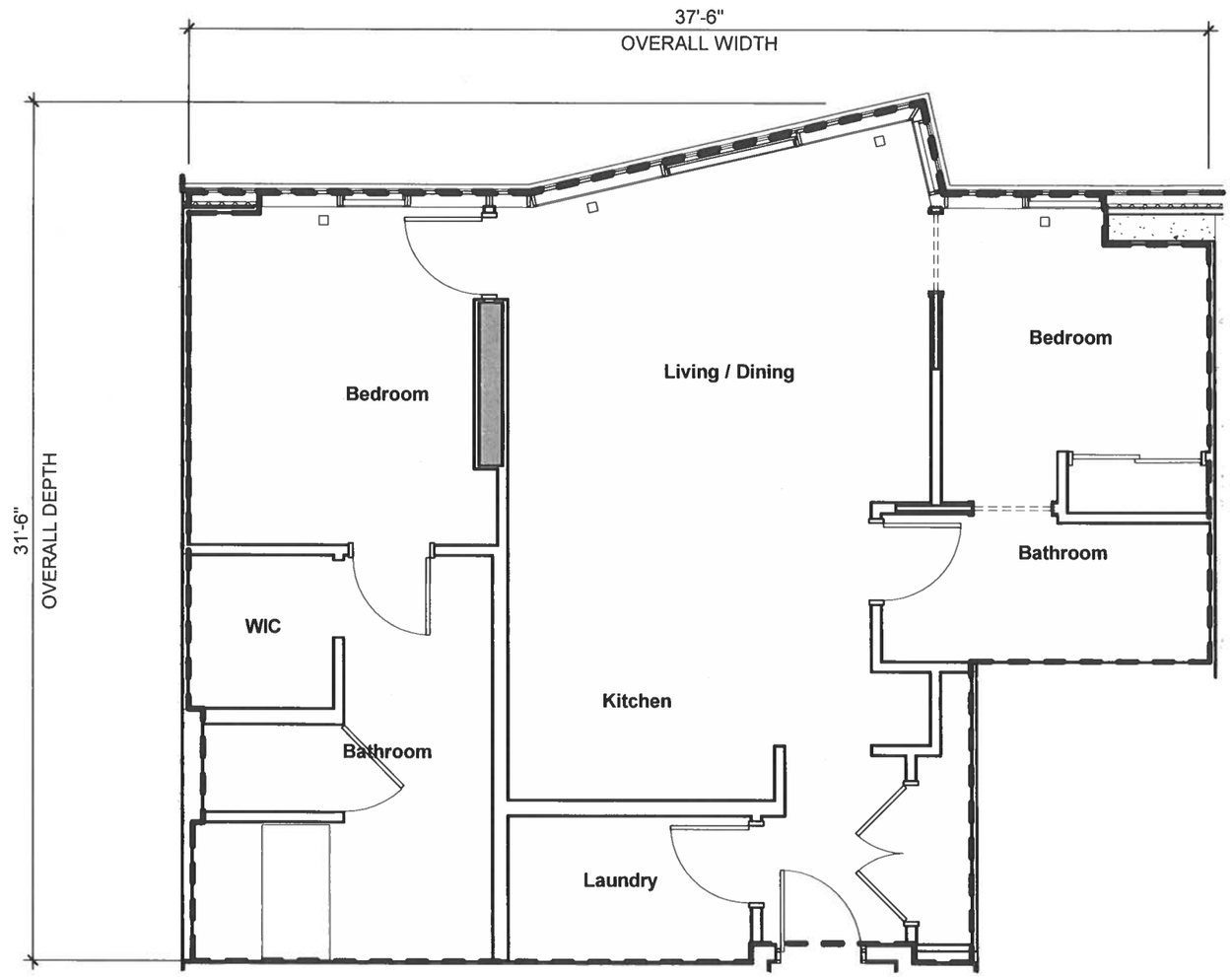
UNIT NUMBERS:

707, 907, 1107,1307, 1507,
1707, 1907, 2107, 2307, 2507,
2707, 2907, 3107, 3307, 3507,
3707

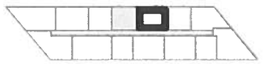
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

08

2 Bedroom / 2 Bath

NET LIVING AREA: 970 SF

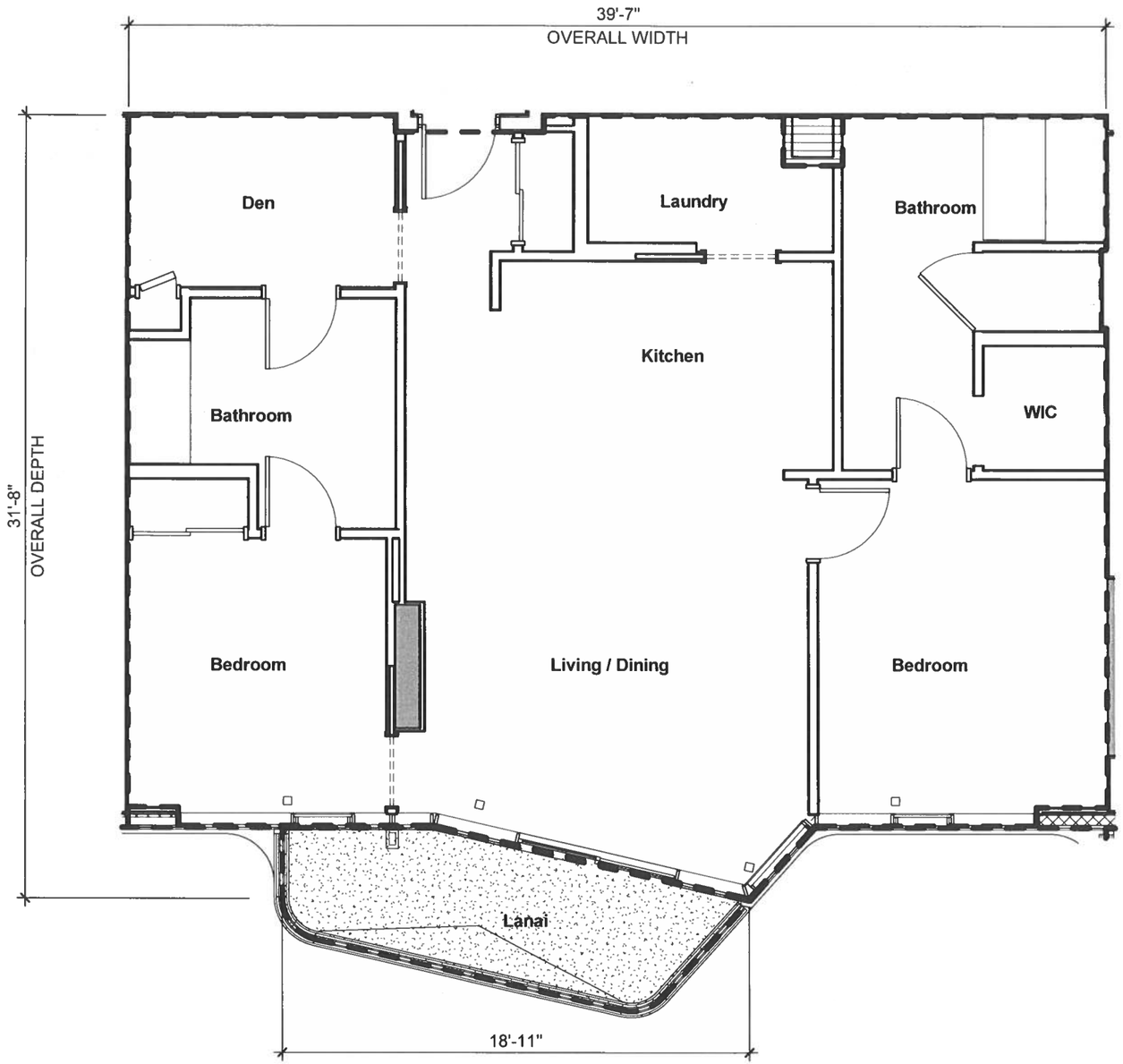
UNIT NUMBERS:

708, 808, 908, 1008, 1108,
1208, 1308, 1408, 1508, 1608,
1708, 1808, 1908, 2008, 2108,
2208, 2308, 2408, 2508, 2608,
2708, 2808, 2908, 3008, 3108,
3208, 3308, 3408, 3508, 3608,
3708, 3808, 3908

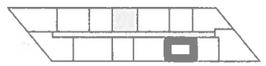
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

09A

2 Bedroom / 2 Bath + Den

NET LIVING AREA: 1,147 SF

LANAI AREA: 90 SF

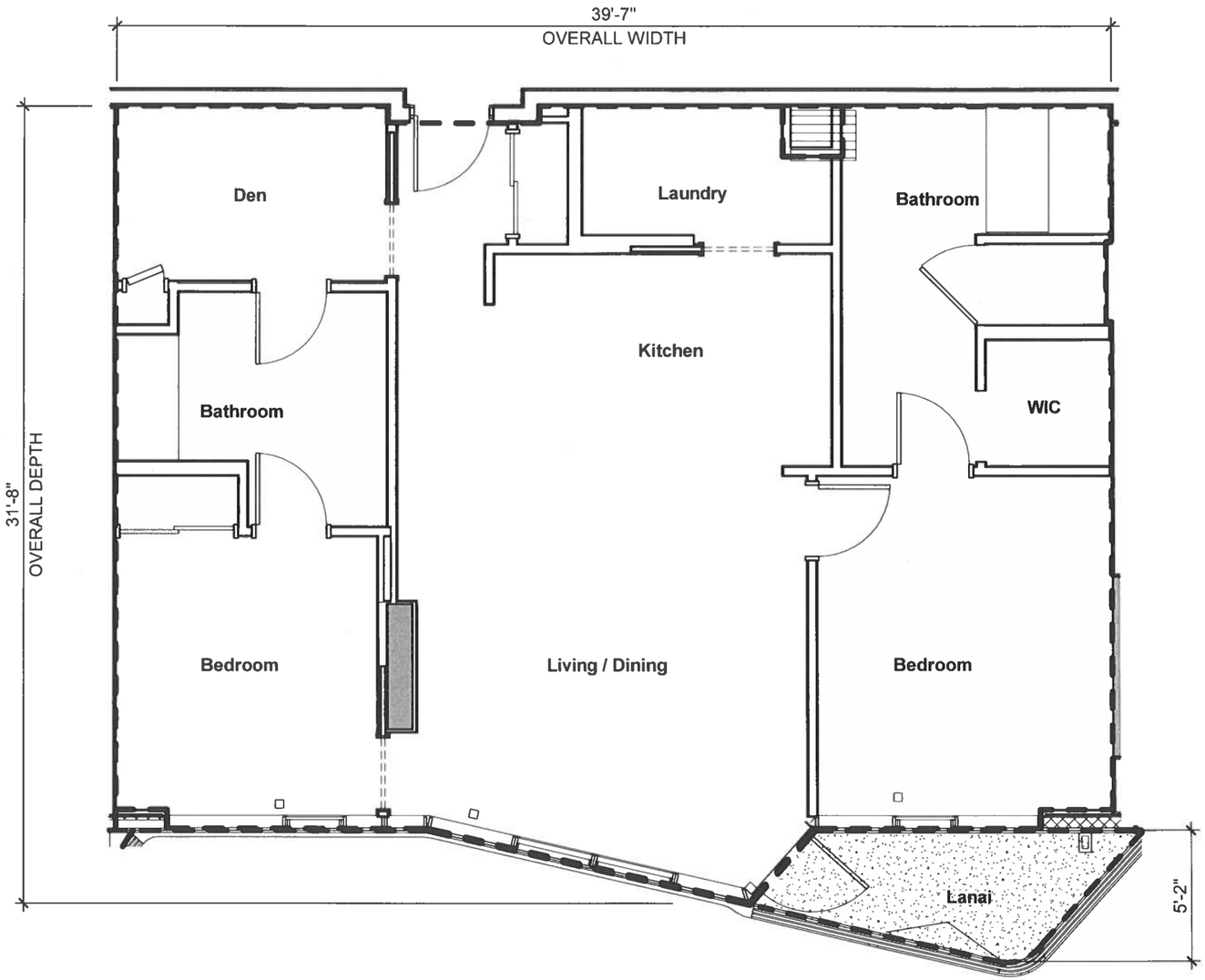
UNIT NUMBERS:

809, 1009, 1209,1409, 1609,
1809, 2009, 2209, 2409, 2609,
2809, 3009, 3209, 3409, 3609,
3809, 3909

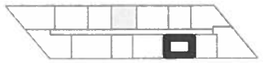
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

09B

2 Bedroom / 2 Bath + Den

NET LIVING AREA: 1,147 SF

LANAI AREA: 58 SF

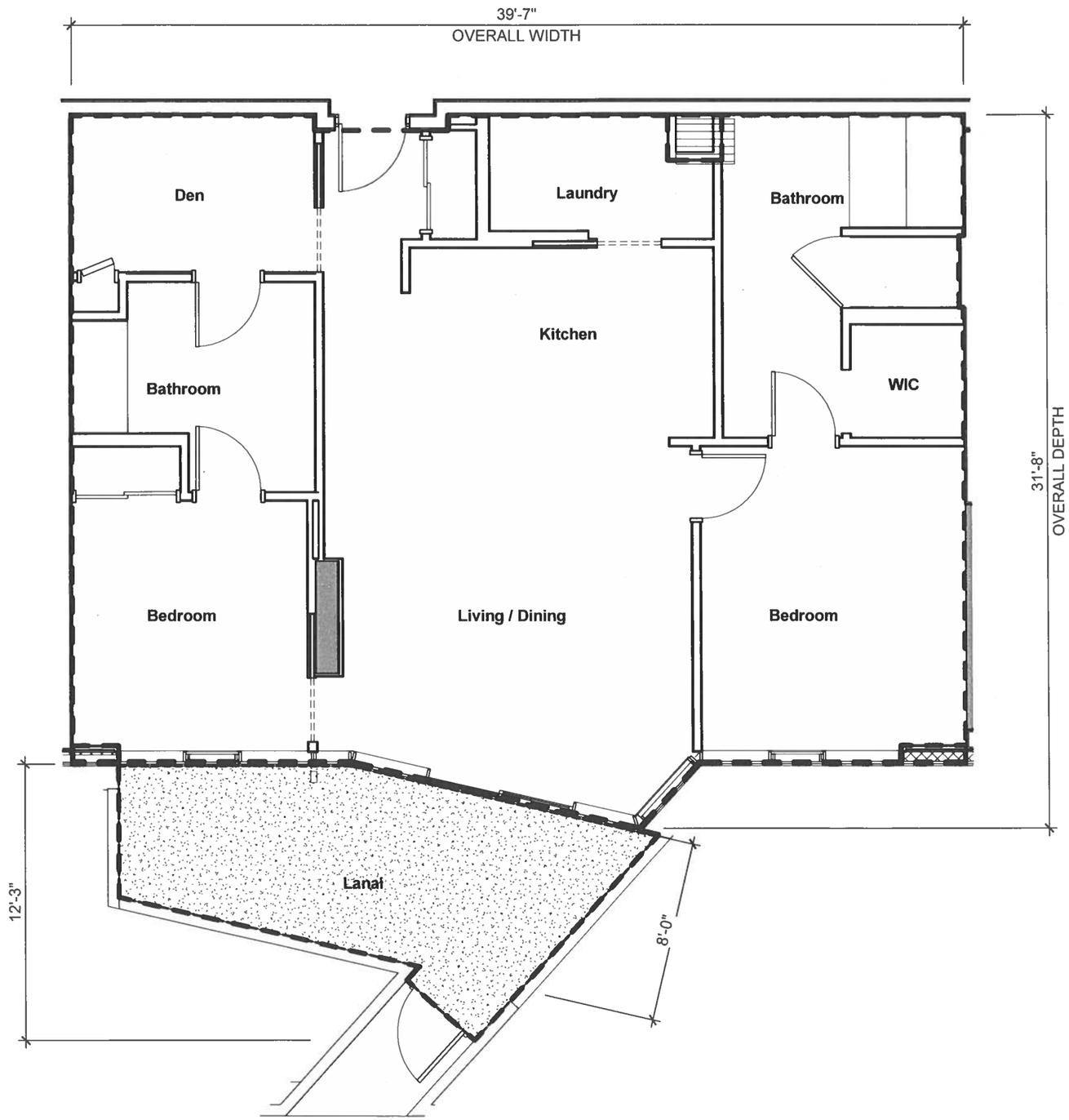
UNIT NUMBERS:

709, 909, 1109,1309, 1509,
1709, 1909, 2109, 2309, 2509,
2709, 2909, 3109, 3309, 3509,
3709

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA

DH

09C

2 Bedroom / 2 Bath + Den

NET LIVING AREA: 1,147 SF

LANAI AREA: 167 SF

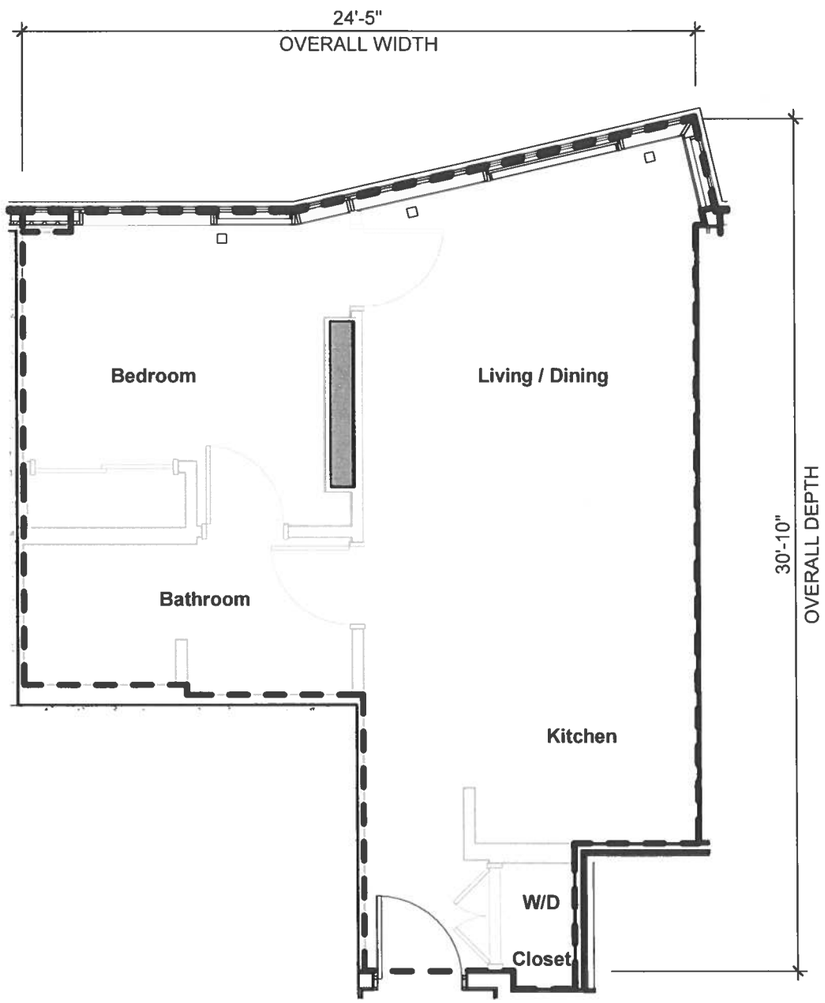
UNIT NUMBERS:

609

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

10

1 Bedroom / 1 Bath

NET LIVING AREA: 550 SF

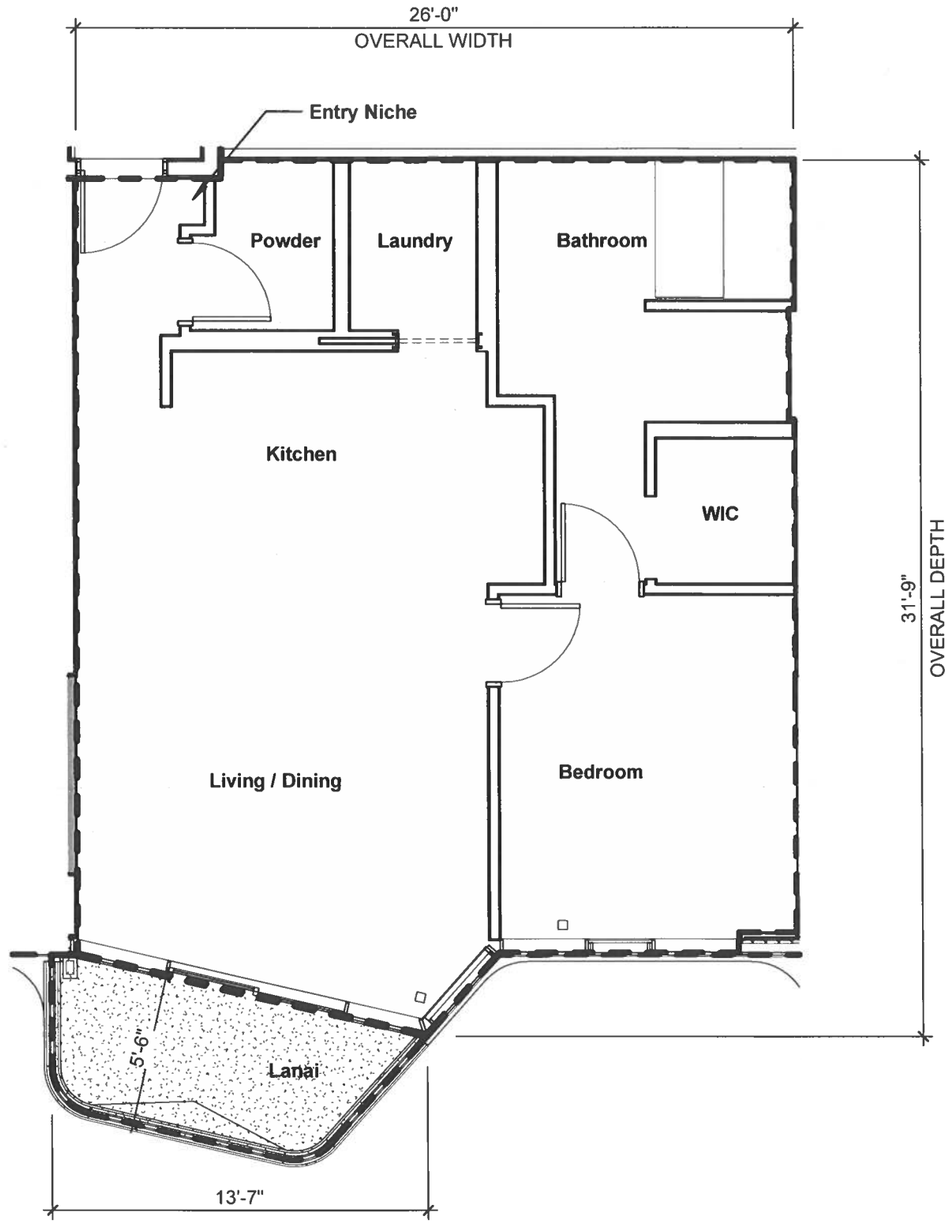
UNIT NUMBERS:

2410, 2510, 2610, 2710, 2810,
2910, 3010, 3110, 3210, 3310,
3410, 3510, 3610, 3710, 3810

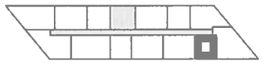
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

11A

1 Bedroom / 1.5 Bath

NET LIVING AREA: 764 SF

LANAI AREA: 64 SF

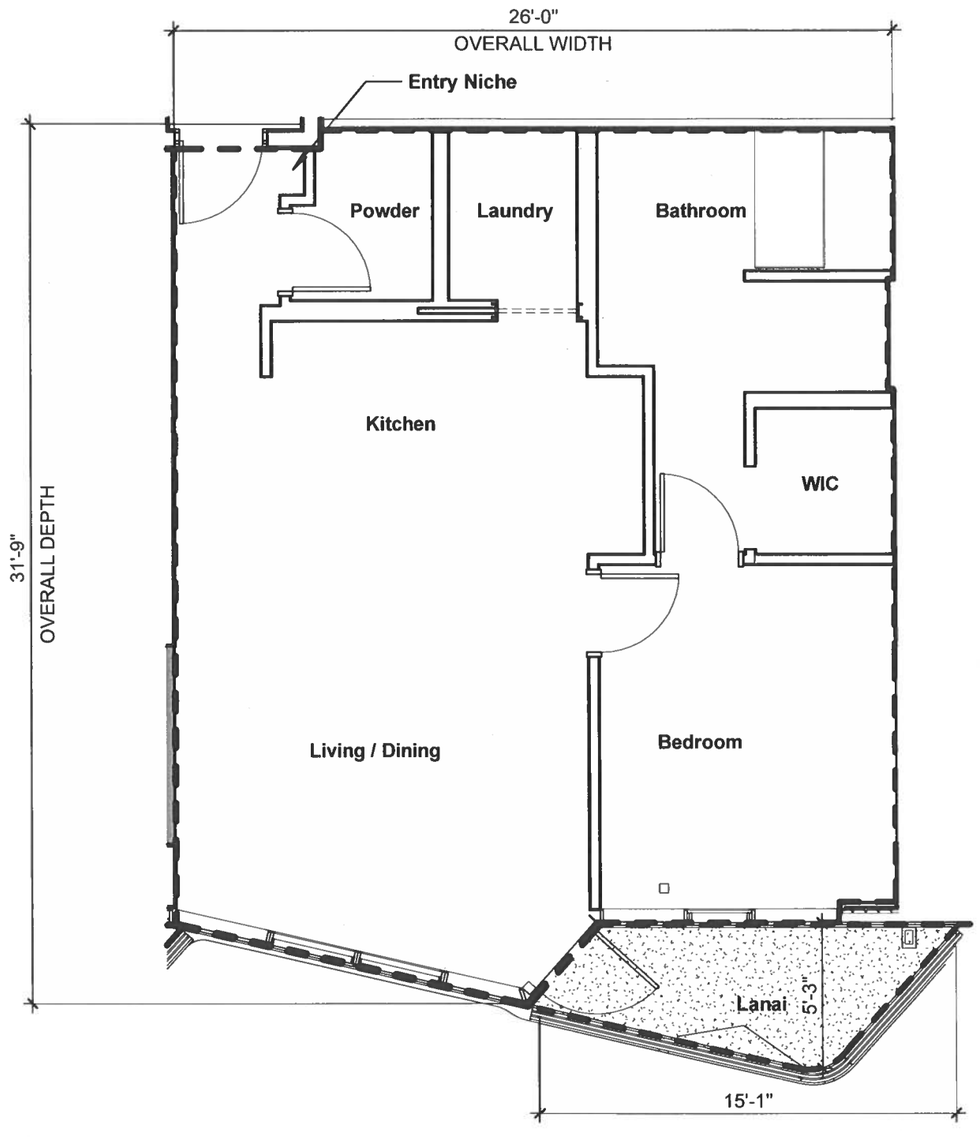
UNIT NUMBERS:

811, 1011, 1211,1411, 1611,
1811, 2011, 2211, 2411, 2611,
2811, 3011, 3211, 3411, 3611,
3811, 3911

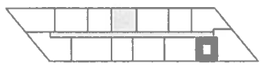
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

11B

1 Bedroom / 1.5 Bath

NET LIVING AREA: 764 SF

LANAI AREA: 58 SF

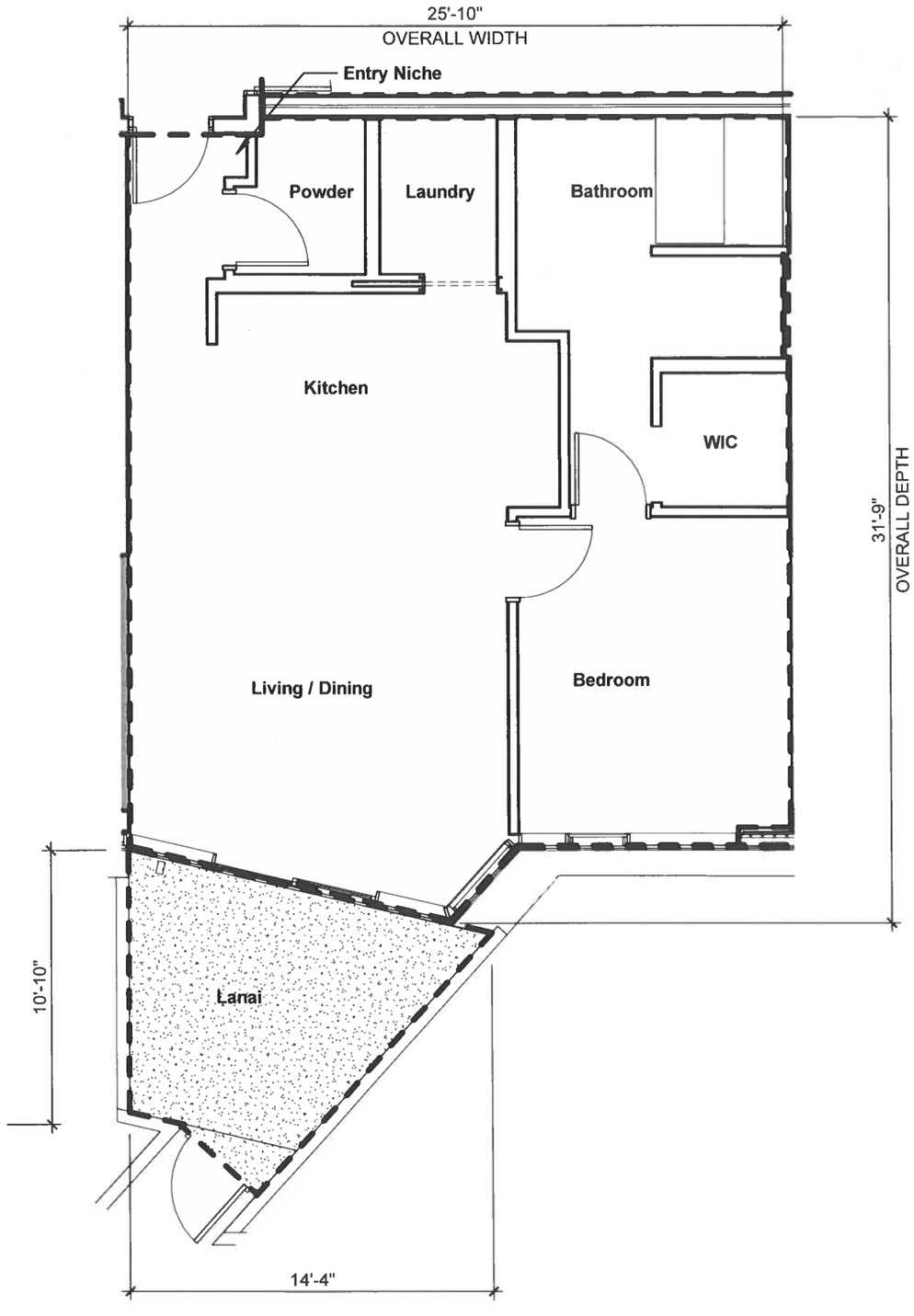
UNIT NUMBERS:

711, 911, 1111,1311, 1511,
1711, 1911, 2111, 2311, 2511,
2711, 2911, 3111, 3311, 3511,
3711

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA

DH

11C

1 Bedroom / 1.5 Bath

NET LIVING AREA: 764 SF

LANAI AREA: 113 SF

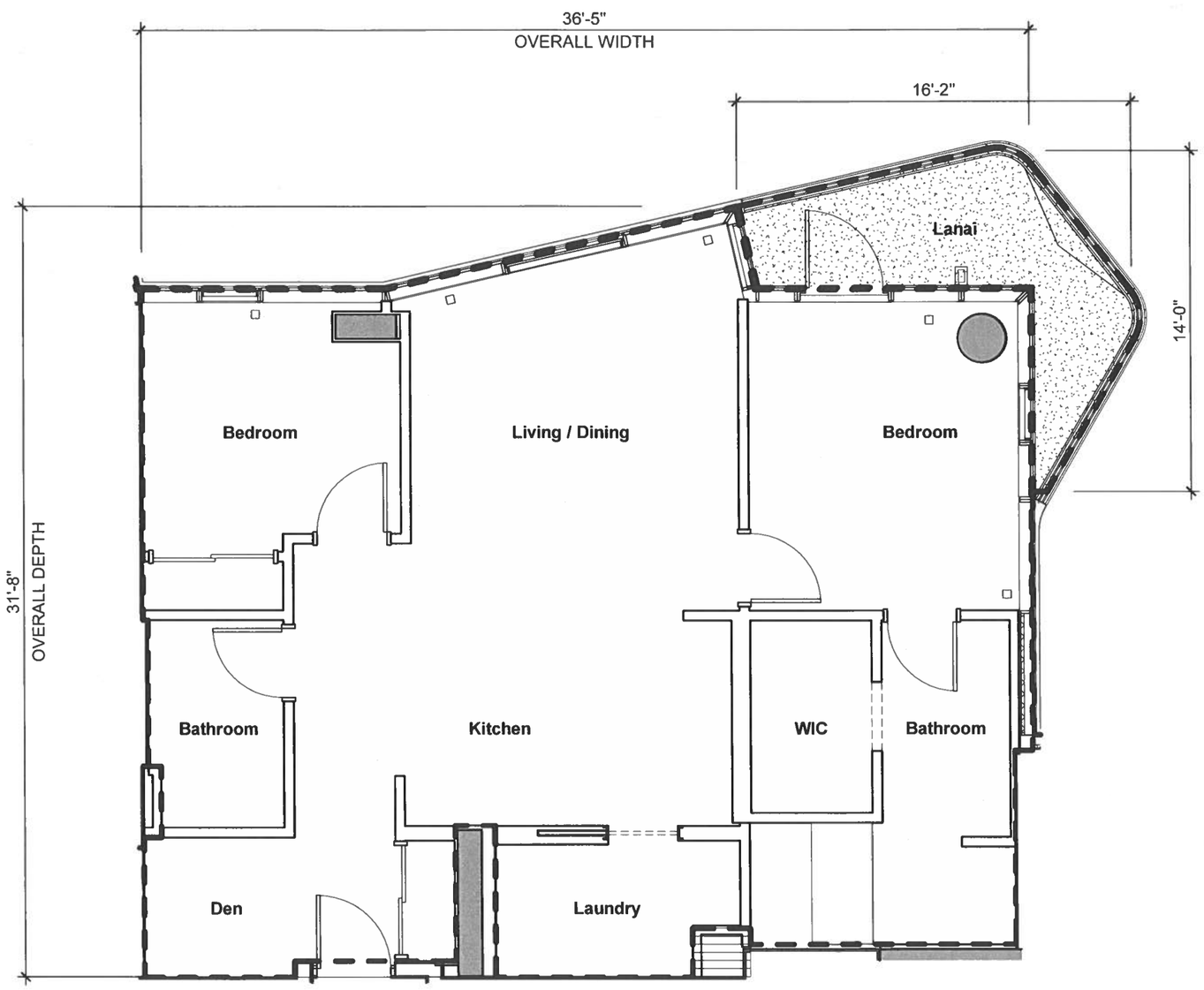
UNIT NUMBERS:

611

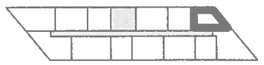
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

12

2 Bedroom / 2 Bath + Den

NET LIVING AREA: 1,005 SF

LANAI AREA: 89 SF

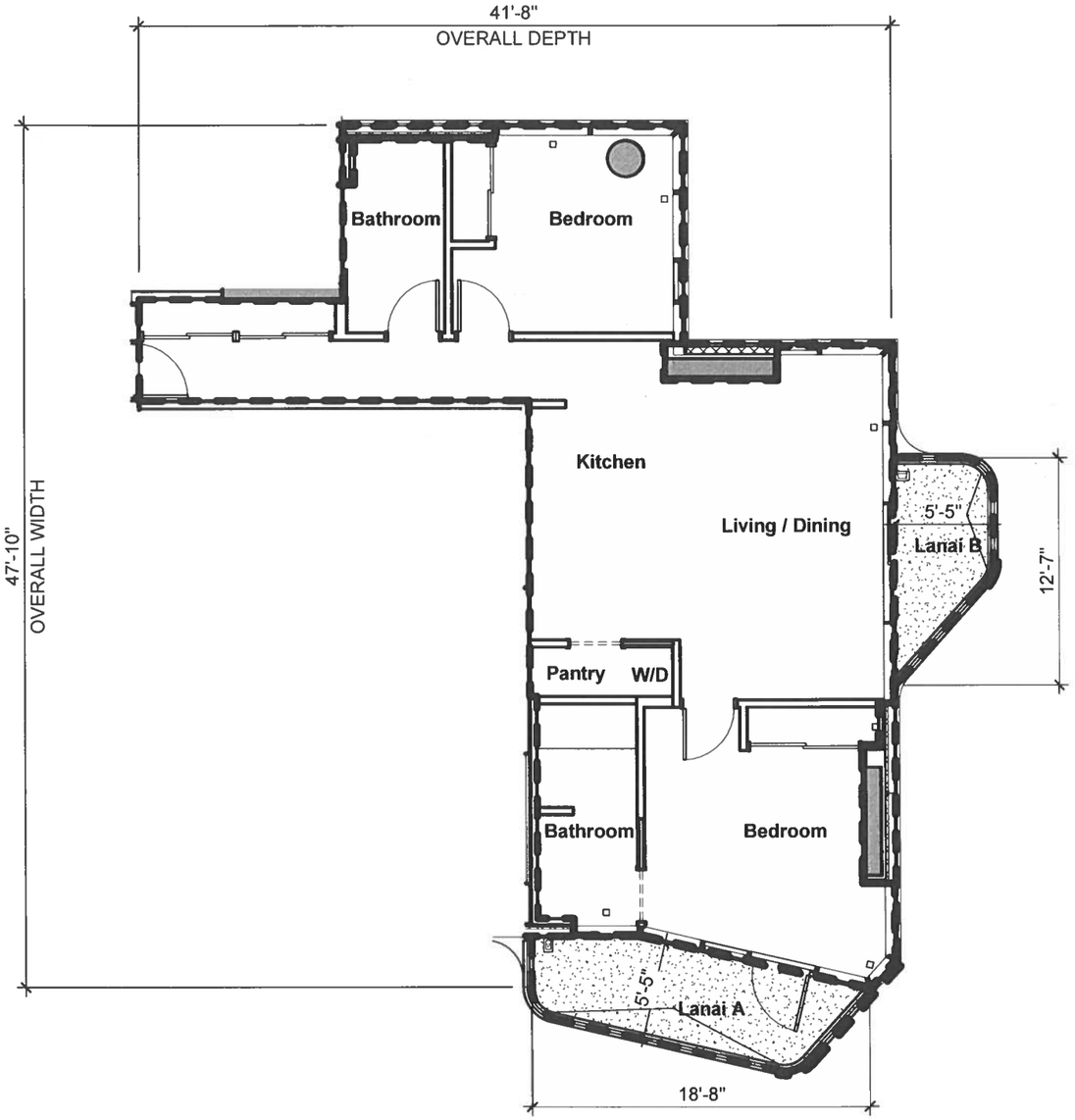
UNIT NUMBERS:

2412, 2512, 2612, 2712, 2812,
2912, 3012, 3112, 3212, 3312,
3412, 3512, 3612, 3712, 3812

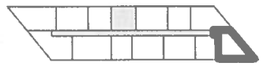
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

13A

2 Bedroom / 2 Bath

NET LIVING AREA:	959 SF
LANAI AREA A:	90 SF
LANAI AREA B:	52 SF

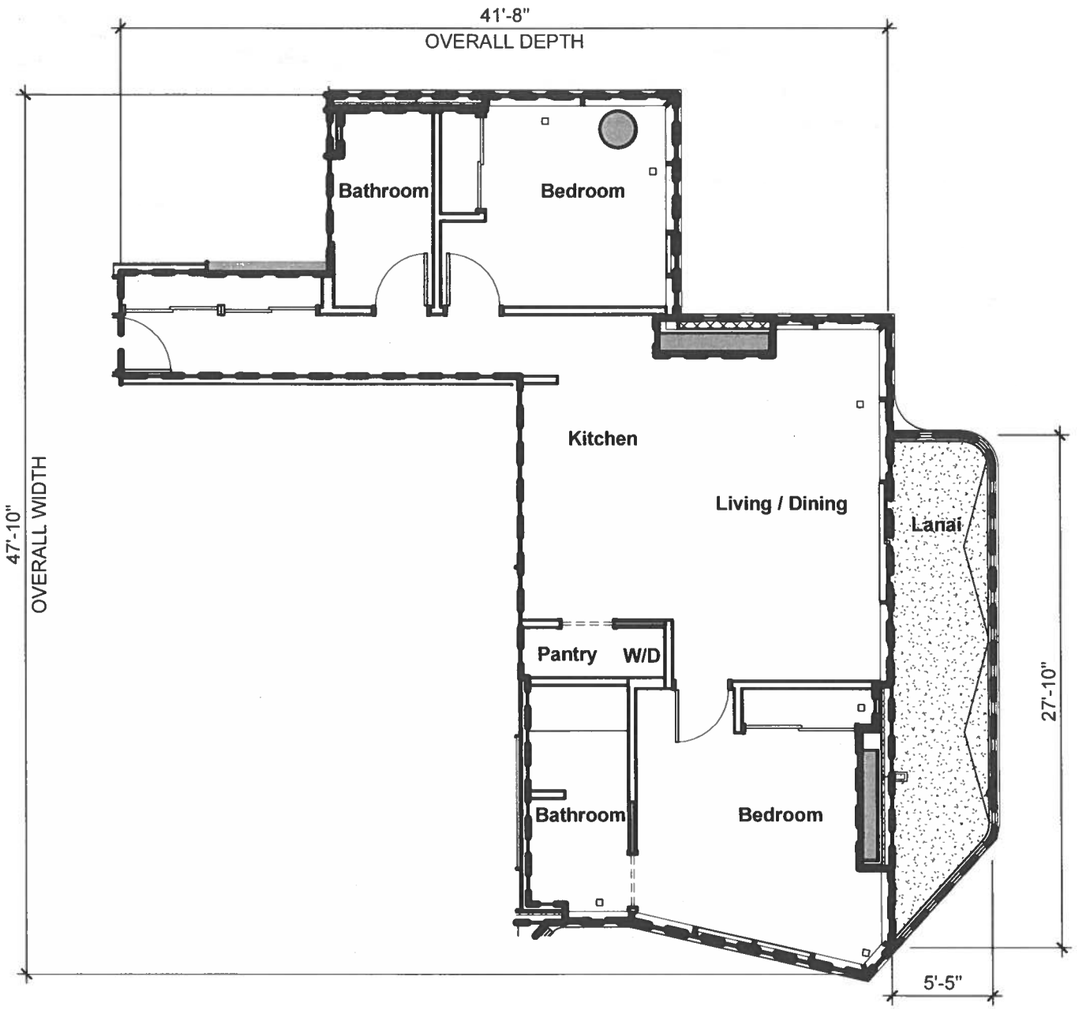
UNIT NUMBERS:

813, 1013, 1213,1413, 1613, 1813, 2013, 2213, 2413, 2613, 2813, 3013, 3213, 3413, 3613, 3813, 3913

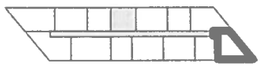
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

13B

2 Bedroom / 2 Bath

NET LIVING AREA: 959 SF

LANAI AREA: 137 SF

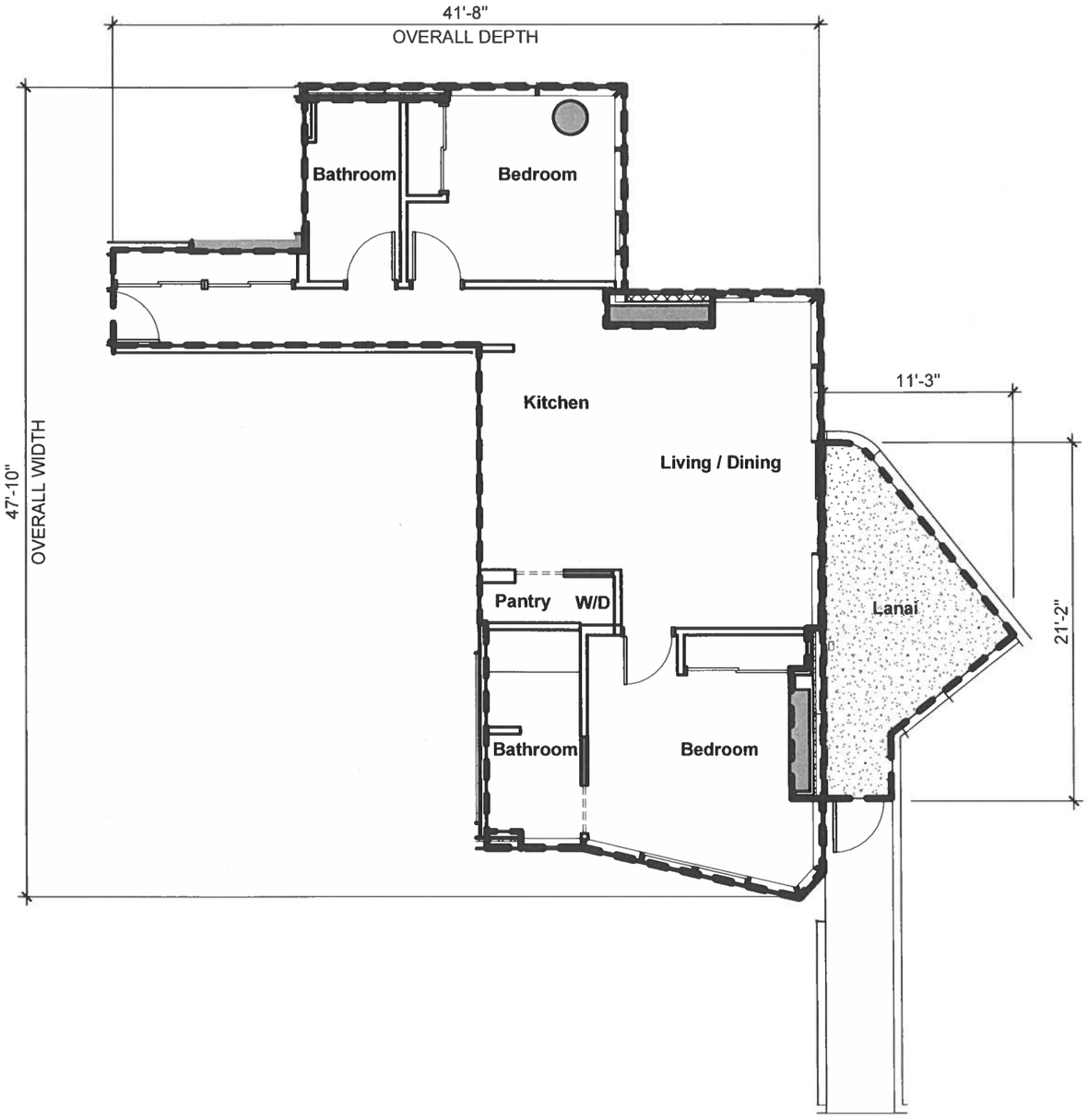
UNIT NUMBERS:

713, 913, 1113,1313, 1513, 1713, 1913, 2113, 2313, 2513, 2713, 2913, 3113, 3313, 3513, 3713

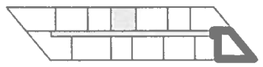
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

13C

2 Bedroom / 2 Bath

NET LIVING AREA: 959 SF

LANAI AREA: 135 SF

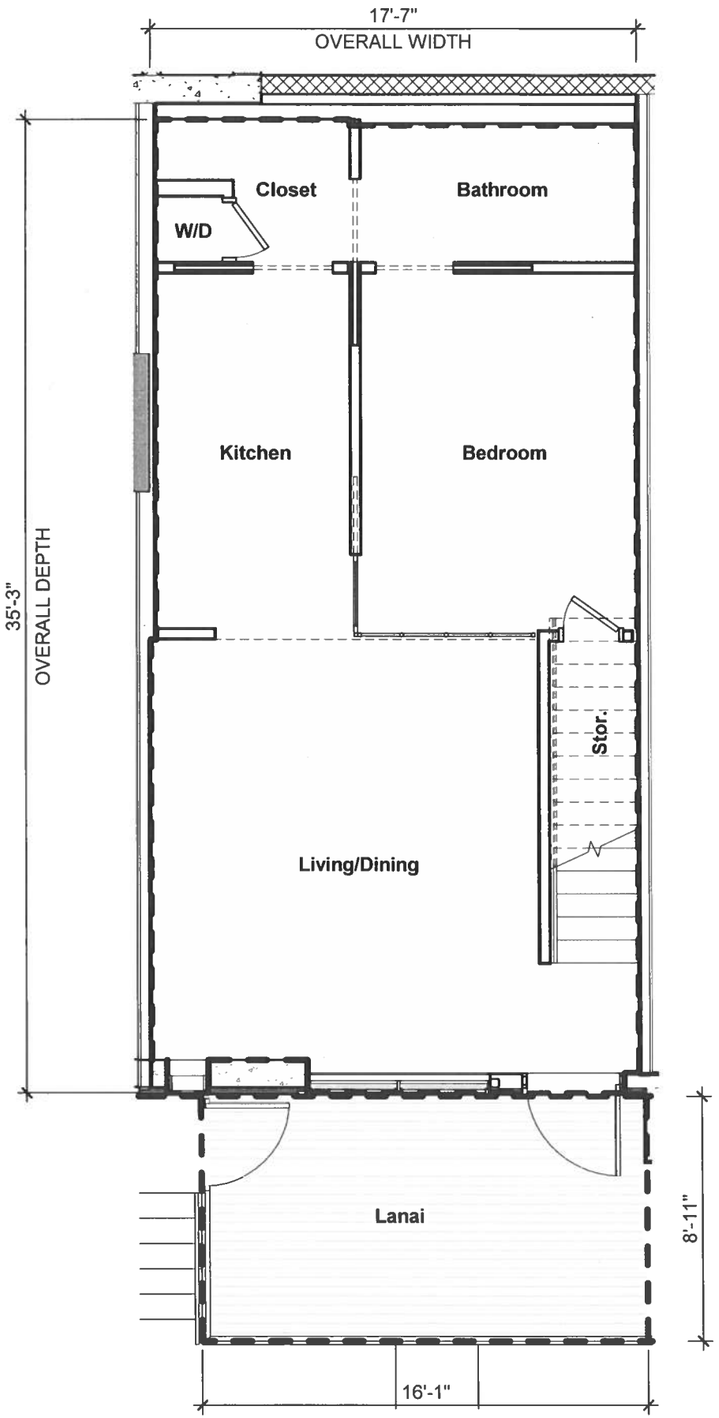
UNIT NUMBERS:

613

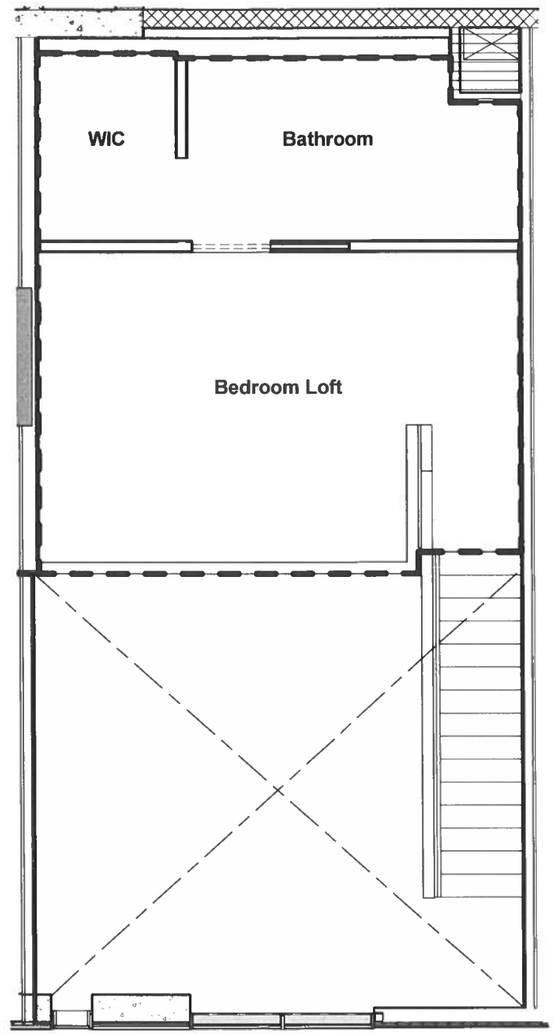
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



LOWER LEVEL



UPPER LEVEL

UNIT 14A

2 Bedroom / 2 Bath

NET LIVING AREA (LOWER):	610 SF
NET LIVING AREA (UPPER):	319 SF
TOTAL:	929 SF
LANAI AREA:	142 SF

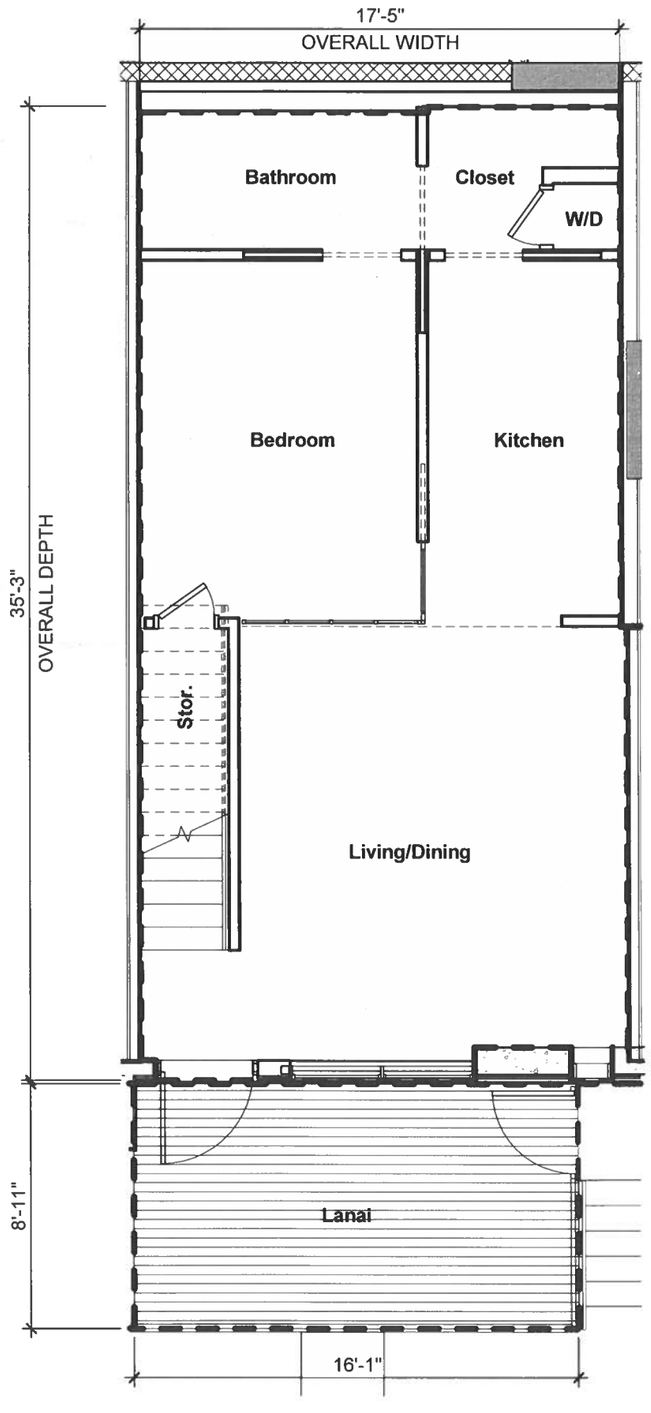
UNIT NUMBERS:

182, 184, 186

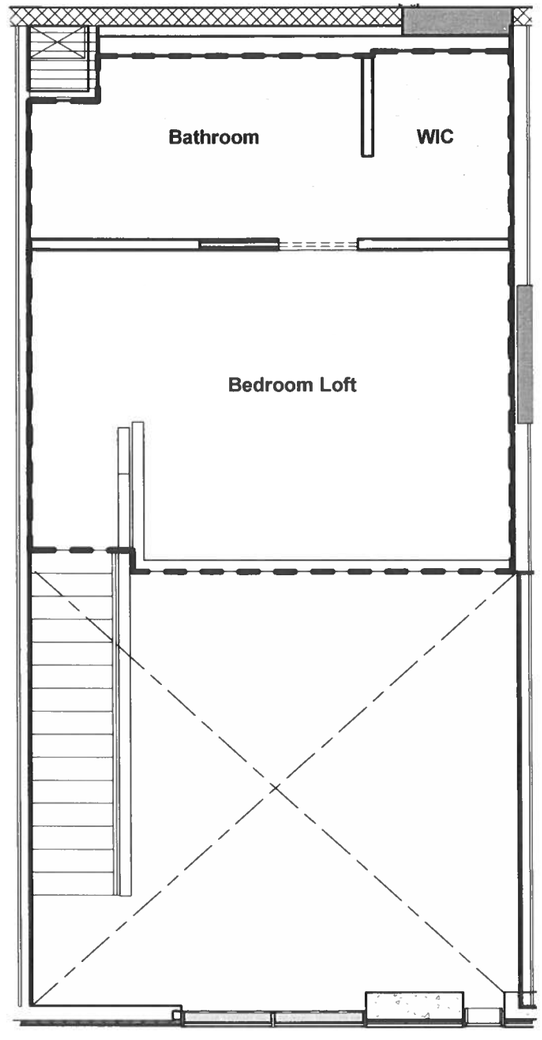
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



LOWER LEVEL



UPPER LEVEL

UNIT 14B

2 Bedroom / 2 Bath

NET LIVING AREA (LOWER):	610 SF
NET LIVING AREA (UPPER):	319 SF
TOTAL:	929 SF
LANAI AREA:	142 SF

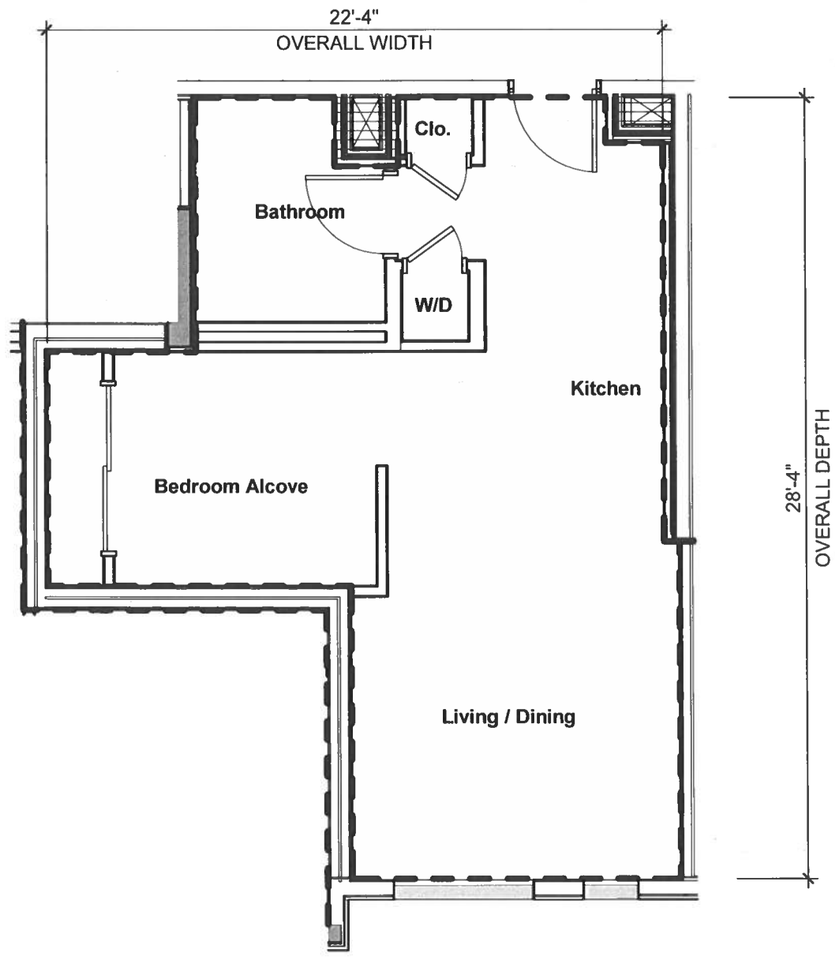
UNIT NUMBERS:

181, 183, 185

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



UNIT 15

JR 1 Bedroom / 1 Bath

NET LIVING AREA: 476 SF

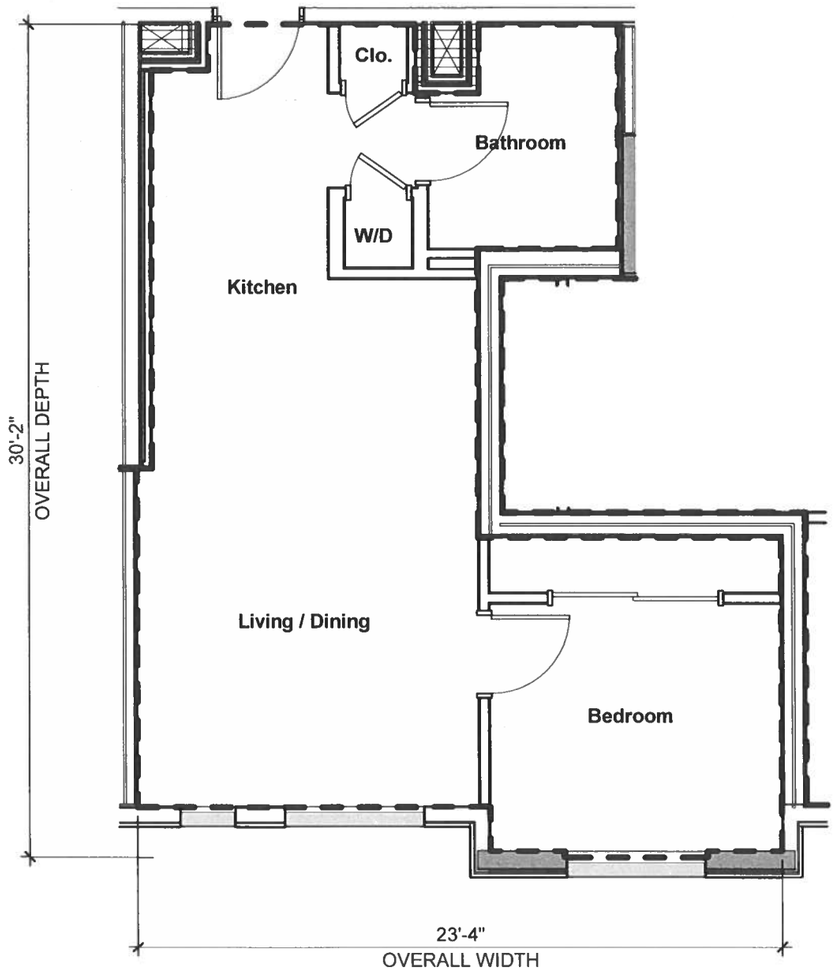
UNIT NUMBERS:

287, 289, 291, 293
387, 389, 391, 393
487, 489, 491, 493
587, 589, 591, 593

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



UNIT 16

1 Bedroom / 1 Bath

NET LIVING AREA: 500 SF

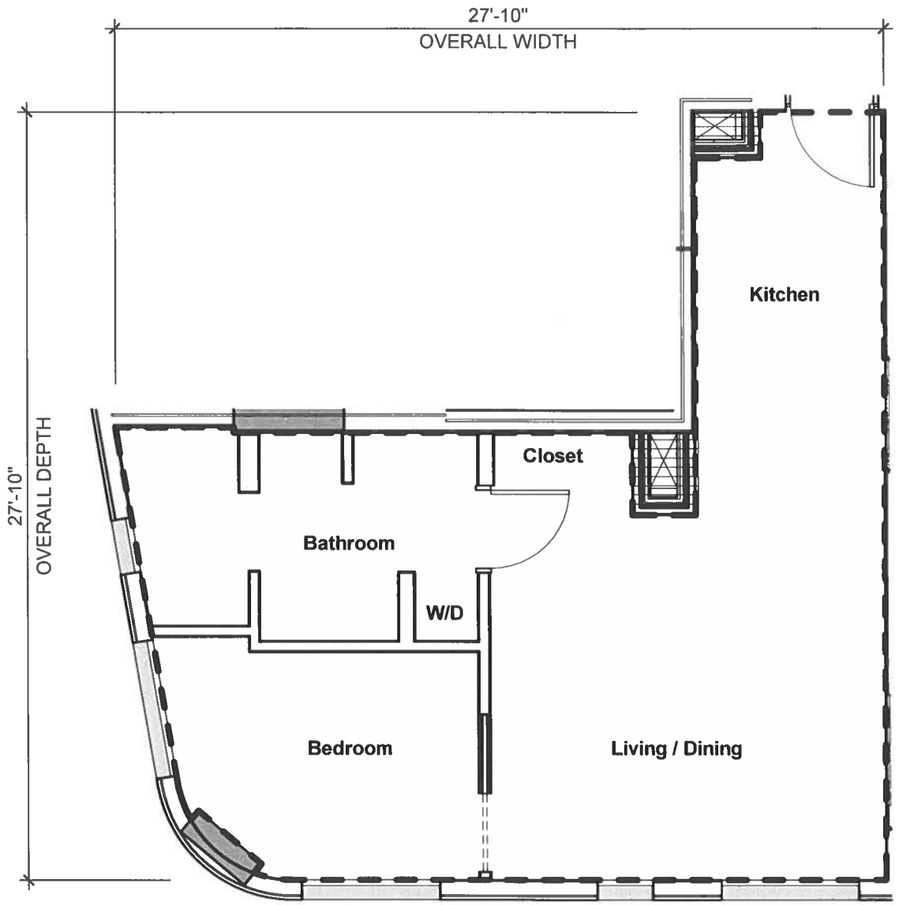
UNIT NUMBERS:

288, 290, 292, 294
388, 390, 392, 394
488, 490, 492, 494
588, 590, 592, 594

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



UNIT 17

1 Bedroom / 1 Bath

NET LIVING AREA: 493 SF

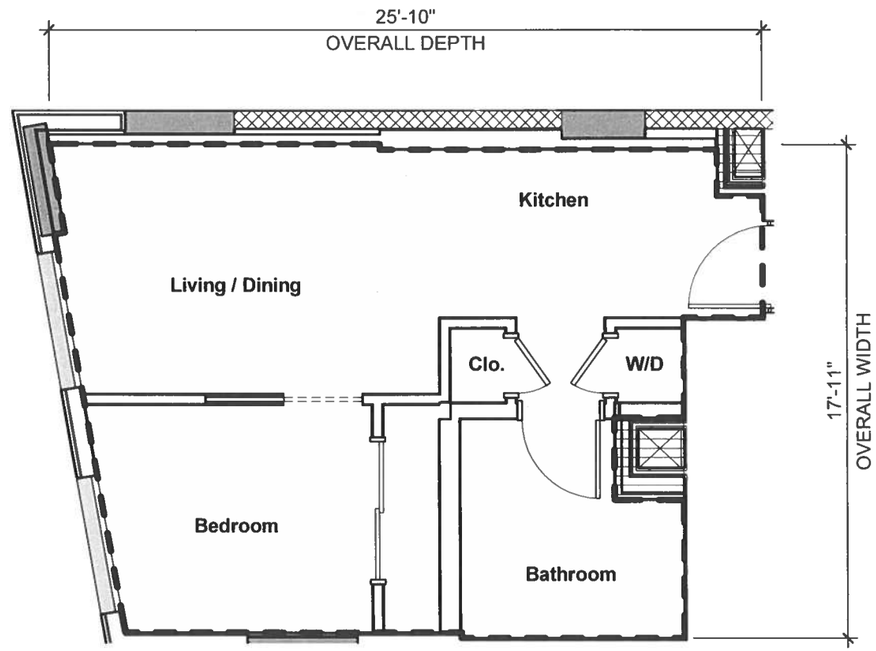
UNIT NUMBERS:

295, 395, 495, 595

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



UNIT 18

JR 1 Bedroom / 1 Bath

NET LIVING AREA: 391 SF

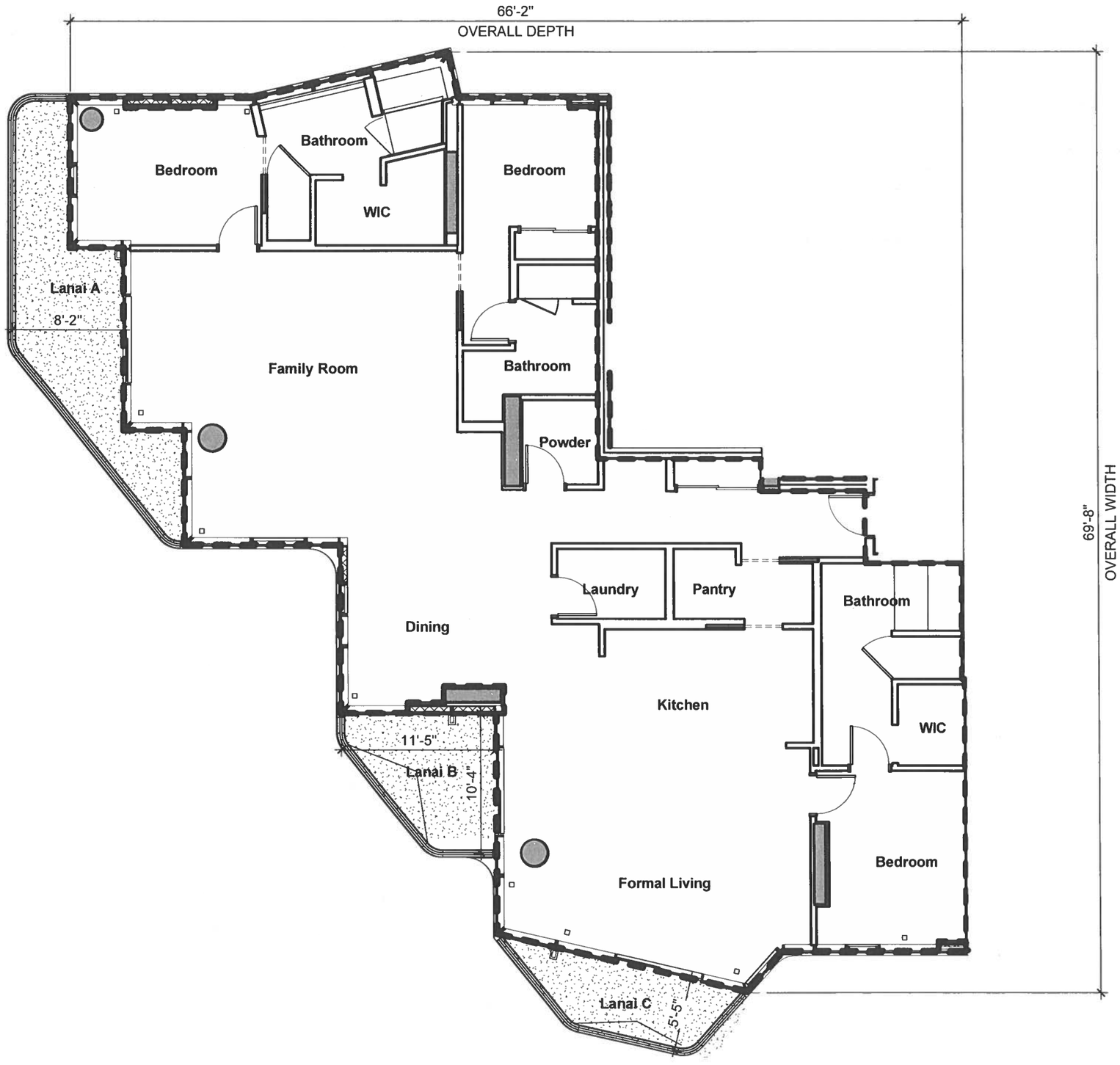
UNIT NUMBERS:

296, 396, 496, 596

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA

DH

00A/01A

3 Bedroom / 3.5 Bath

NET LIVING AREA:	2,470 SF
LANAI AREA A:	186 SF
LANAI AREA B:	86 SF
LANAI AREA C:	83 SF

UNIT NUMBERS:

3401, 3601, 3801, 3901

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA

DH

00A/01B

3 Bedroom / 3.5 Bath

NET LIVING AREA:	2,470 SF
LANAI AREA A:	186 SF
LANAI AREA B:	69 SF
LANAI AREA C:	58 SF

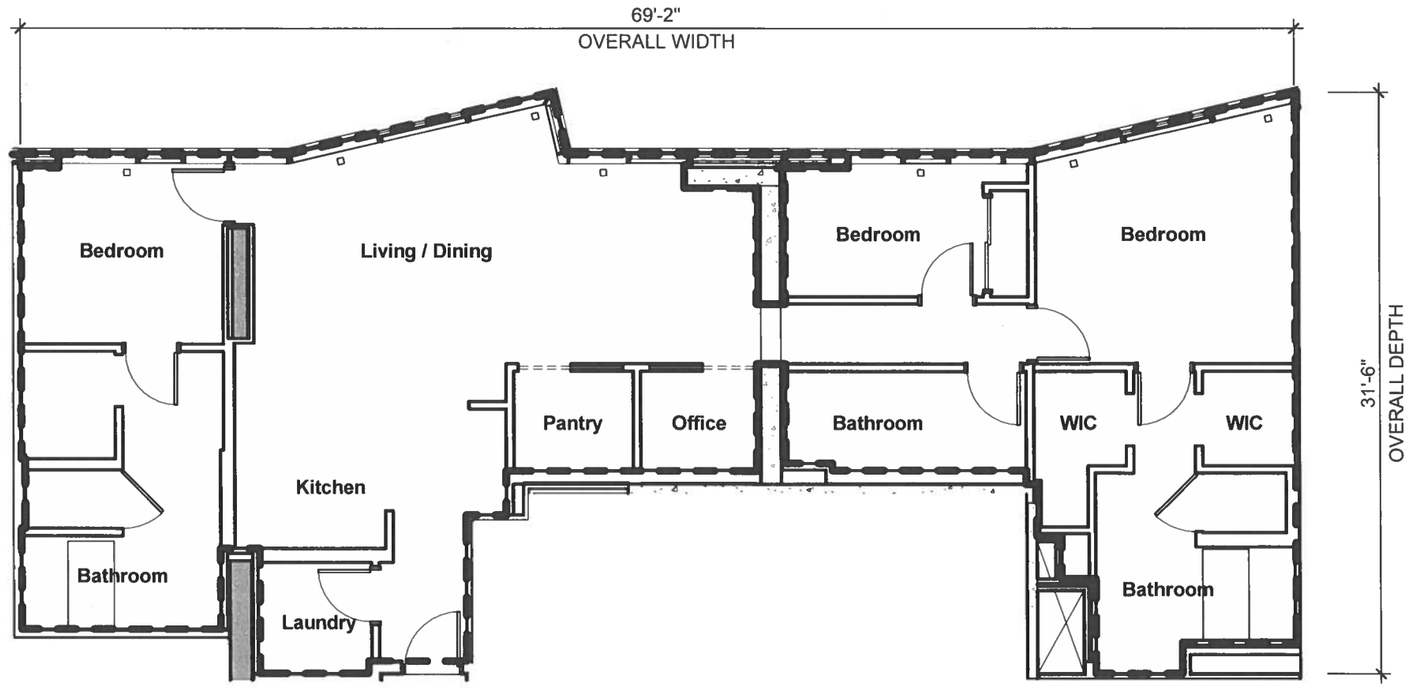
UNIT NUMBERS:

3501, 3701

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

02A/06

3 Bedroom / 3 Bath

NET LIVING AREA: 1,557 SF

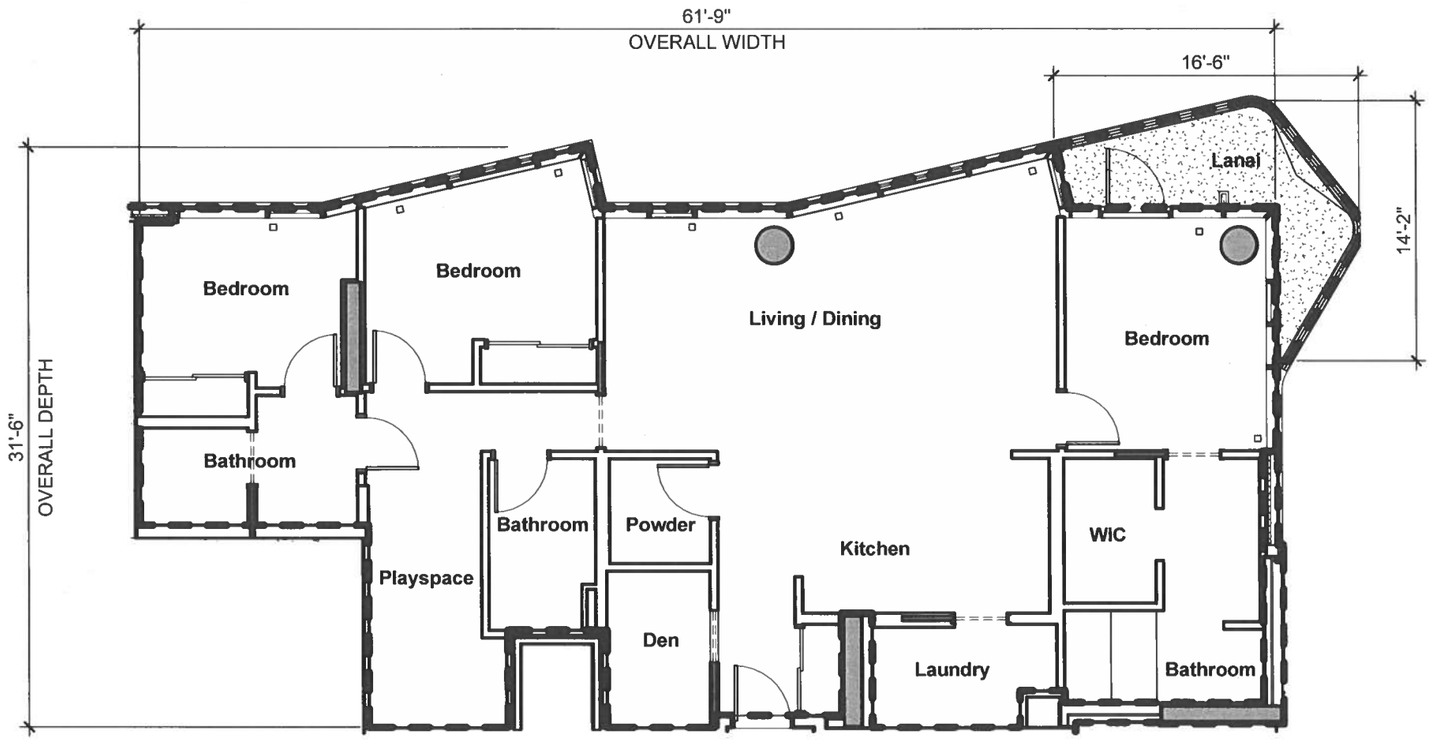
UNIT NUMBERS:

3902

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA

DH

10/12

3 Bedroom / 3.5 Bath + Den

NET LIVING AREA: 1,581 SF

LANAI AREA: 89 SF

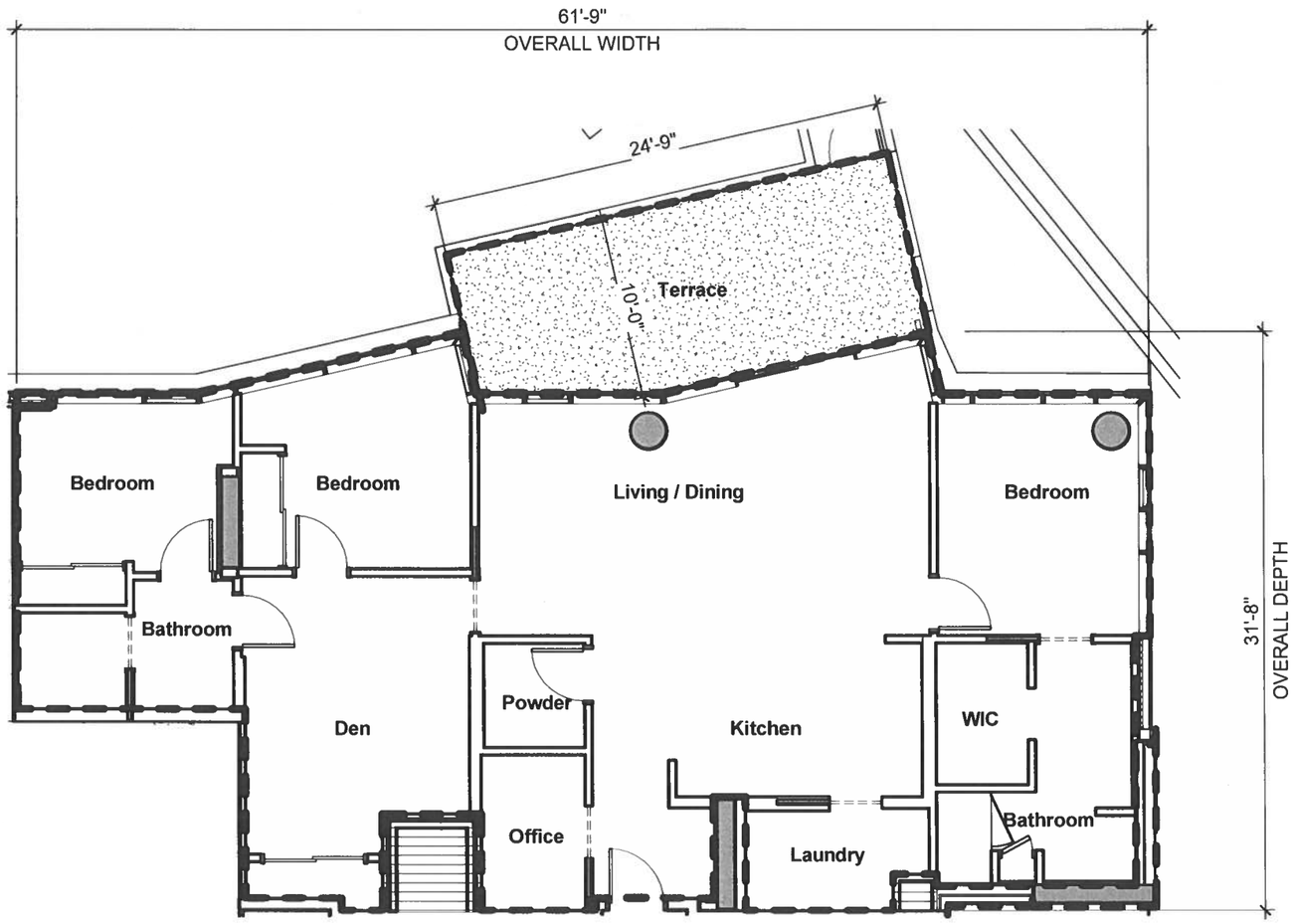
UNIT NUMBERS:

710, 812, 910, 1012, 1110,
1212, 1310, 1412, 1510, 1612,
1710, 1812, 1910, 2012, 2110,
2212, 2310

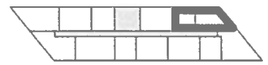
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

10C/12C

3 Bedroom / 2.5 Bath + Den

NET LIVING AREA: 1,581 SF

LANAI AREA: 235 SF

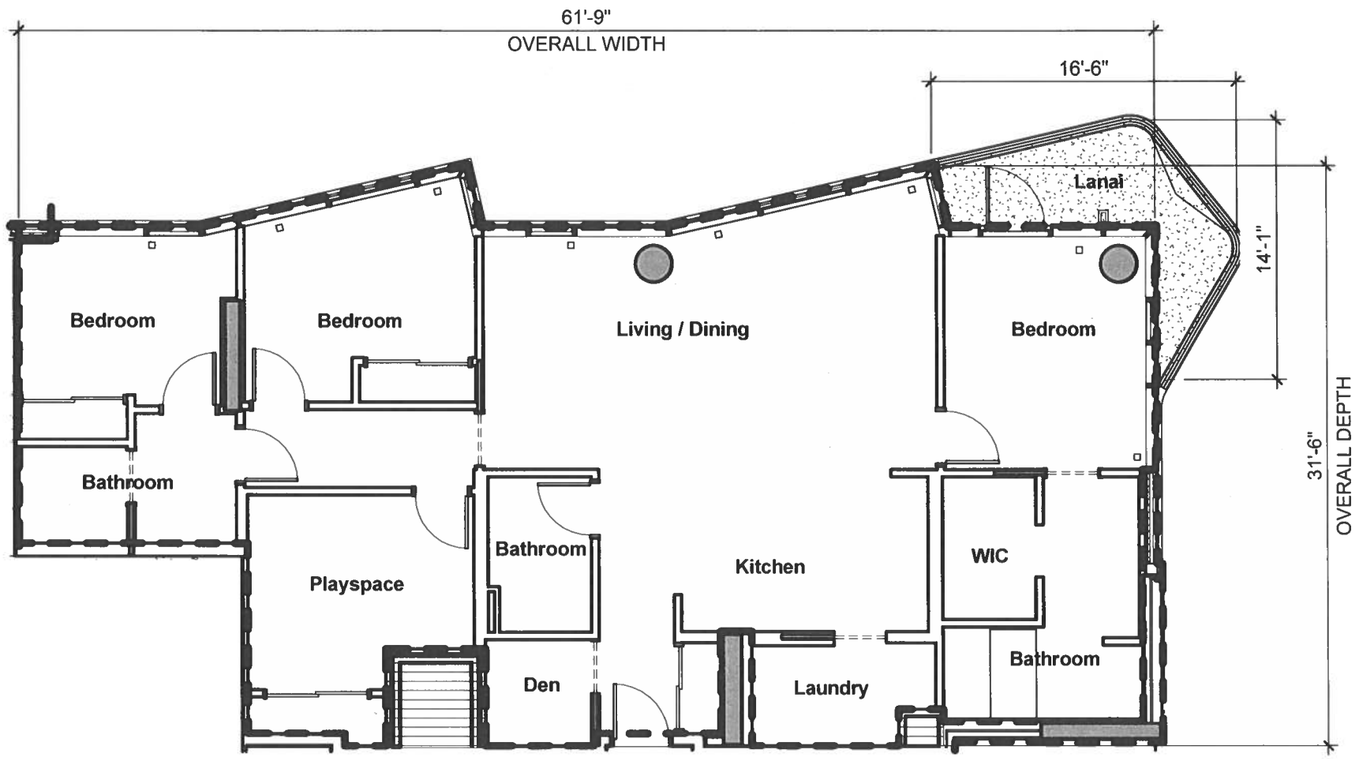
UNIT NUMBERS:

610

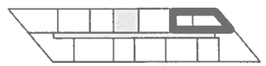
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



EWA



DH

10A/12A

3 Bedroom / 3 Bath + Den

NET LIVING AREA: 1,581 SF

LANAI AREA: 89 SF

UNIT NUMBERS:

3910

LEGEND

RU: RESIDENTIAL UNIT (NO HATCH)

RLCE: RESIDENTIAL LIMITED COMMON ELEMENT

RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

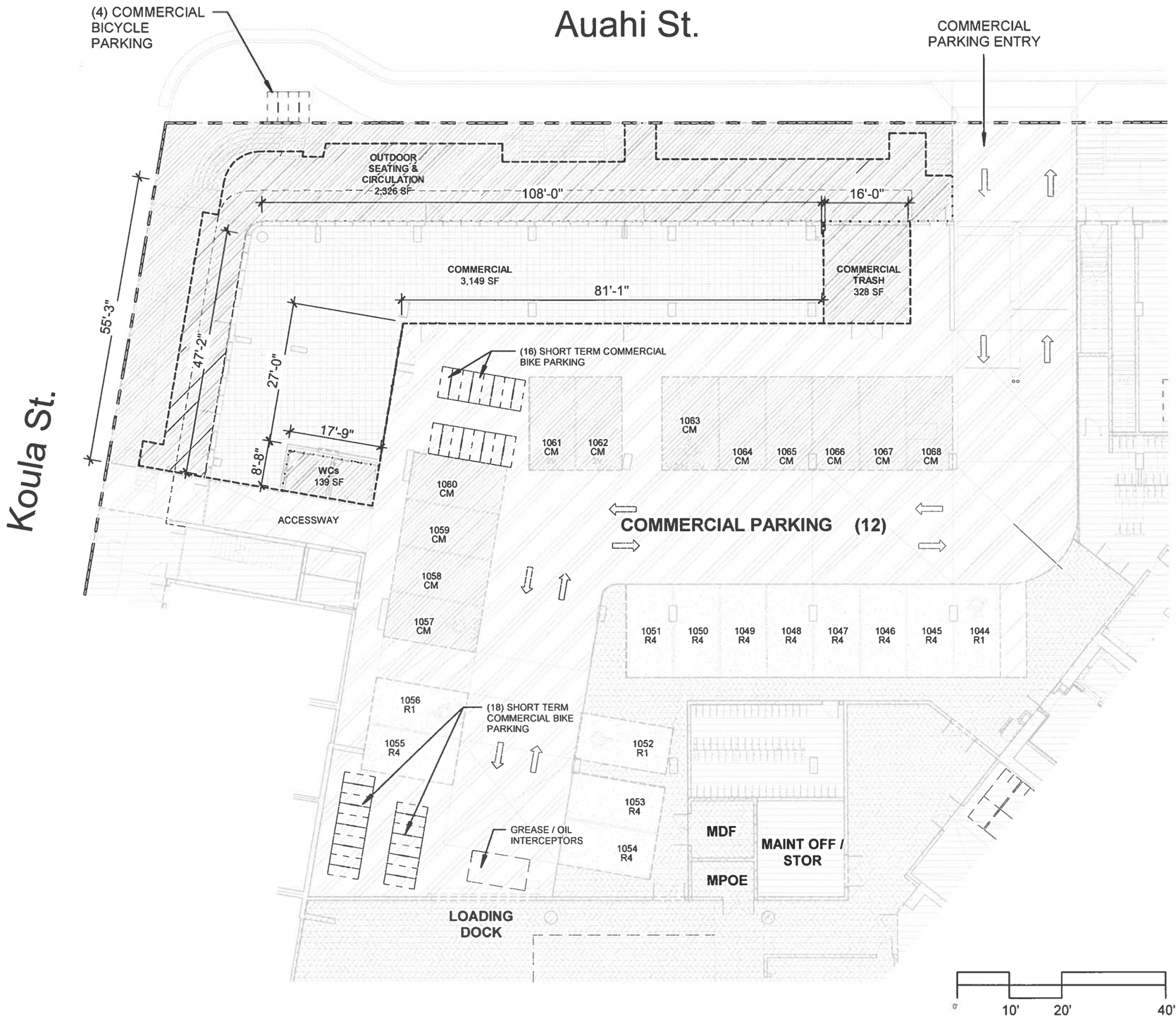
CU: COMMERCIAL UNIT

CLCE: COMMERCIAL LIMITED COMMON ELEMENT

AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT

CE: COMMON ELEMENT

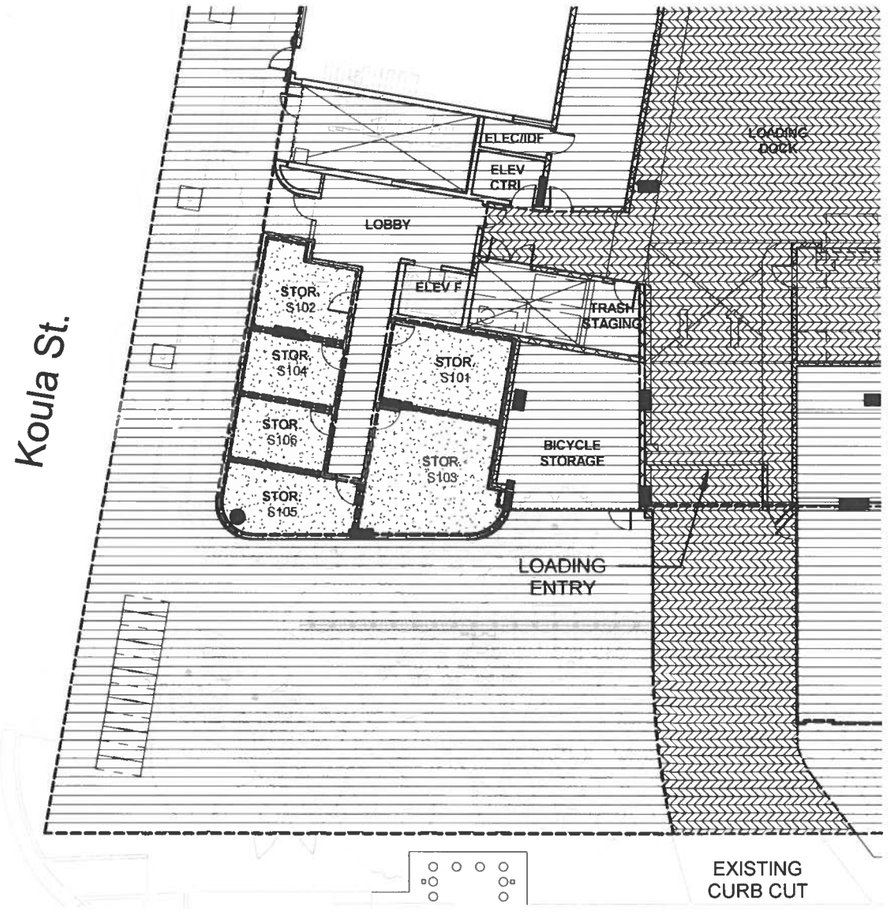
This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



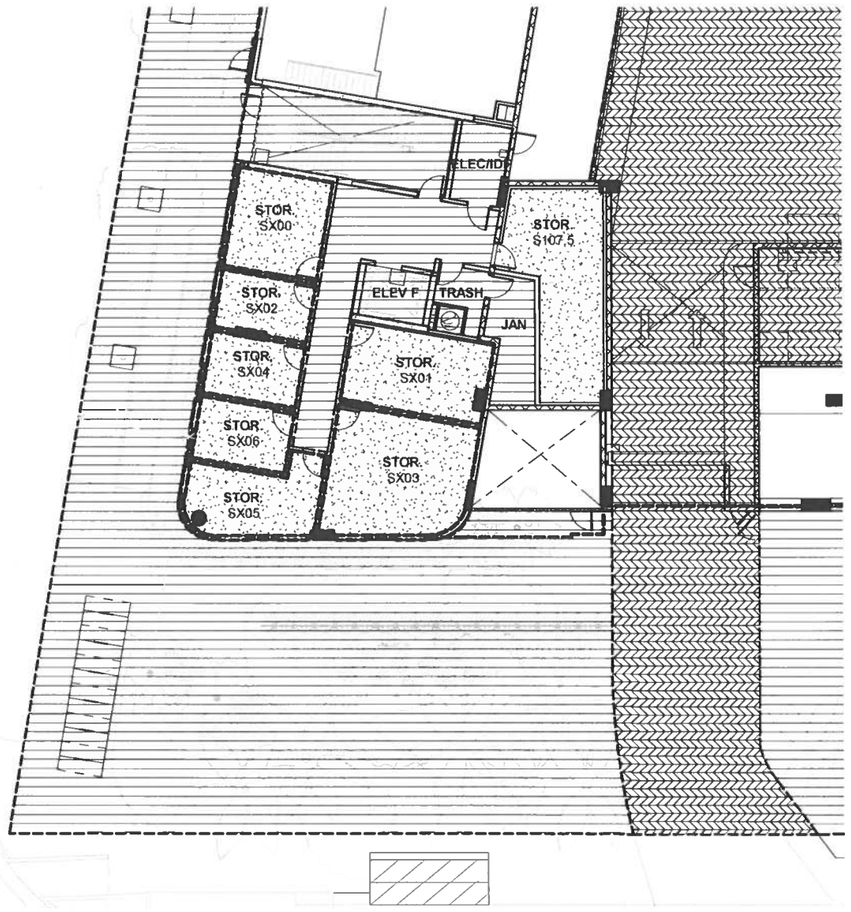
LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.



1 STORAGE - LEVEL 1
1" = 20'-0"



2 STORAGE - LEVELS 1.5, 2, 3, 4, 5
1" = 20'-0"

STORAGE

S101:
192 SF
S102:
139 SF
S103:
288 SF
S104:
112 SF
S105:
153 SF
S106:
113 SF
S107.5:
311 SF
SX00: S100.5, S200, S300, S400, S500
175 SF
SX01: S101.5, S201, S301, S401, S501
208 SF
SX02: S102.5, S202, S302, S402, S502
100 SF
SX03: S103.5, S203, S303, S403, S503
311 SF
SX04: S104.5, S204, S304, S404, S504
109 SF
SX05: S105.5, S205, S305, S405, S505
171 SF
SX06: S106.5, S206, S306, S406, S506
109 SF

LEGEND

- RU: RESIDENTIAL UNIT (NO HATCH)
- RLCE: RESIDENTIAL LIMITED COMMON ELEMENT
- RULCE: RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- CU: COMMERCIAL UNIT
- CLCE: COMMERCIAL LIMITED COMMON ELEMENT
- AACE: ALTERNATIVE ALLOCATION COMMON ELEMENT
- CE: COMMON ELEMENT

This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) a parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.

SECTION V

Draft Rules & Regulations of the Association of Unit Owners of Ālia at 888 Ala Moana, as may be amended

RULES AND REGULATIONS OF THE ASSOCIATION OF UNIT OWNERS OF ĀLIA AT 888 ALA MOANA
(House Rules)

These House Rules have been duly adopted by Developer, acting for and on behalf of the initial Association of Unit Owners of Ālia at 888 Ala Moana (the "**Association**") in accordance with Article V, Section 7 of the Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana, as the same may be amended from time to time (the "**Bylaws**"). These House Rules are intended to promote harmonious living and maximize enjoyment of the Ālia at 888 Ala Moana condominium project (the "**Project**") and to protect all Occupants (as such term is defined below) of the Units in the Project from annoyance or nuisance caused by improper or unreasonable conduct or use of the Units and of the common areas of the Project. Furthermore, these House Rules are intended to ensure a safe, clean, friendly, and cooperative environment for the benefit of all Occupants and to retain value in the property. These House Rules will be enforced under the understanding that Owners purchased into a first-class condominium project and want to maintain the level of quality and service set forth in the Declaration of Condominium Property Regime of Ālia at 888 Ala Moana, as the same may be amended from time to time (the "**Declaration**").

The responsibility for enforcement of these House Rules may be delegated to the Managing Agent, the Resident Manager, and/or the Site Manager for the Project by the Board of Directors of the Association (the "**Board**") (for the purposes of these House Rules, the Managing Agent, Resident Manager, or Site Manager so appointed will be referred to as the "**Managing Agent**"). All Owners and Occupants shall strictly comply with these House Rules and the covenants, conditions, and restrictions, set forth in the Declaration and the Bylaws and shall be bound by standards of reasonable conduct whether or not expressly covered by these House Rules, the Declaration, or the Bylaws. All capitalized terms not defined herein shall have the meanings assigned to them in the Declaration or Bylaws.

It is the responsibility of an Owner to provide a copy of these House Rules to any tenant of such Owner's Unit and to advise said tenant that these House Rules apply to the tenant with the same force and effect as to the Owner. These House Rules are intended to apply only to the conduct of Owners, Occupants and Guests of Residential Units, and shall not apply to owners, occupants and guests of the Commercial Unit(s).

SECTION I. DEFINITIONS

1. The term "Residential Unit" or "Unit" shall mean and include each Residential Unit located within the Project, as designated and described in the Declaration.

2. The term "Motor Vehicle" shall mean and include any vehicle powered by battery, engine, or motor, including, but not limited to, automobiles, motorcycles, mopeds, and motor scooters.

3. The term "Premises" shall mean the Common Elements, the Residential Limited Common Elements, the Residential Unit Limited Common Elements, the Residential Units, and all other improvements, equipment, apparatus, fixtures, and articles placed or installed in or within such areas.

4. The term "Occupant" or "Occupants" and any pronoun used in place thereof shall mean and include any Owner of a Residential Unit, members of any such Owner's family residing in a Residential Unit, and tenants of any Residential Unit.

5. The term "Guest" or "Guests" shall mean and include any guest, licensee, and/or invitee of an Occupant.

6. The term "Recreational Amenities" shall mean those facilities located on Level 1 and the Recreational Deck, located on Level 6, offered for use by Occupants and Guests of the Residential Units.

7. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigarette, cigar, or pipe, or any other lighted or heated tobacco, marijuana, or plant product intended for inhalation. "Smoking" also includes the use of an electronic smoking device, including, but not limited to, any device that can be used to deliver aerosolized or vaporized nicotine or THC to the person inhaling the device, such as e-cigarettes, e-cigars, e-pipes, vape pens, or e-hookahs.

SECTION II. THE UNITS

1. Owners of Units are responsible for registering all of the Occupants residing in their Units with the Managing Agent, prior to their moving into the Units. Registration of Occupants shall include (a) filling out a Resident Registration Card to include: full name, telephone numbers, and emergency contact; (b) signing the House Rules Acknowledgment and Agreement statement for all Occupants over the age of eighteen (18); and (c) providing the name, address, and telephone number of the rental agent, if applicable. All Guests who plan to stay seven (7) days or longer must be registered with the Managing Agent by an Occupant over the age of eighteen (18).

2. Owners are ultimately and legally responsible for the conduct of all Occupants and Guests of their Unit(s) and at all times shall ensure that their Occupants' and/or Guests' behavior is neither offensive to any other Occupant or Guest nor damaging to any portion of the Premises. All Occupants and Guests shall adhere to these House Rules. No illegal activity shall be conducted on the Premises.

3. Each Occupant shall at all times keep the Occupant's Unit in good order and condition and observe and perform to all laws, ordinances, rules, and regulations applicable to the use of the Project and the Occupant's Unit now or hereafter made by any governmental authority or the Board.

4. Each Owner shall, or if the Owner is not the Occupant, the Owner shall cause the Owner's Occupant to, maintain the Unit's air conditioning system pursuant to the manufacturer's instructions and/or recommendations, including changing filters as needed to maximize efficiency.

5. Each Owner shall, or if the Owner is not the Occupant, the Owner shall cause the Owner's Occupant to, maintain all electrical, mechanical, and plumbing components of the Unit and the improvements therein in strict accordance with all applicable maintenance requirements, operating standards, and guidelines (a) of or promulgated by any governmental agency, (b) set forth in any manufacturer's or supplier's operating manuals or maintenance and care documents for said fixtures and equipment, and (c) as may be set forth from time to time in the Condominium Documents (as defined herein below) and shall immediately report any leak, defect, and/or malfunction of the same to the Managing Agent.

6. If any children under the age of eleven (11) years old reside in the Unit, then the Occupant shall install child safety guards on any window or door that opens to the outside.

7. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of a Unit.

8. Tampering with any fire related device located within a Unit is strictly prohibited, including, without limitation, the hanging of objects from any sprinkler device.

9. The entry door to a Unit shall only be opened while entering or exiting the Unit and shall not otherwise remain or be propped open for any reason, including, without limitation, ventilation while cooking.

10. No clothes, towels, garments, rugs, or other objects shall be hung on clotheslines or from any lanai railings or walls, entries, doorways, windows, or facades of the Units in such a manner as to be in view of persons outside the building. No shoes, flip-flops, slippers, sandals, dry cleaning, floor mats, or other objects shall be allowed to remain in the front entrance or hallway of any Unit.

DRAFT

11. Lanais shall not be used for storage of any items whatsoever. Combustible materials, including furniture that is not fire-retardant, and items that are higher than the lanai railing are prohibited on any lanai. Owners are prohibited from installing any type of carpet, tiling, or any other covering on lanai floors.

12. No rugs, draperies, or other objects shall be dusted, beaten, or shaken from the windows or on/in the lanais, entries, stairways, and hallways of the Project. When cleaning a lanai, the Occupant shall not cause or otherwise allow water to drain off, or out of the weep hole (if any) of, the lanai. Dust, rubbish, or litter shall not be swept or thrown from any Unit into the hallways or any exterior part of the Project and nothing shall be dropped or thrown from any window, door, or lanai. No lights may be hung or displayed in windows or on lanai railings including, without limitation, holiday decorations.

13. All plants kept on lanais must have a drainage drip tray underneath to prevent any water washing or dripping over the lanai edge to the lanai(s) below. Any plants or other articles which, in the opinion of the Board, are unsightly or hazardous shall be removed and kept off the lanais at the request of the Board. Plants that protrude over the lanai railing or block the railing or view shall be prohibited.

14. Draperies, curtains, shades, or any other window coverings (collectively, "**Window Coverings**") that are visible from the exterior of the building must be in good condition and have a backing (visible from the exterior of the building) that shall not show any color other than white or a neutral, light earth tone shade, so as not to alter the uniform appearance of the building. Window Coverings shall not be installed directly onto the ceiling slab, into a window frame, or in any other way that may void the warranty for the window system. Additionally, no hole shall be drilled or made within the top ten (10) inches of any Unit wall. Prior to the installation of any Window Covering, the plans and specifications for the installation thereof, including, without limitation, the installation method to be used so as to maintain the window system warranty, shall be provided to the Managing Agent for written approval regarding compliance with all of the foregoing.

15. Reflective material shall not be placed on any window, and no tint shall be placed on any window without the prior written approval of the Board.

16. Nothing shall be allowed, done, or kept in any Unit or common area that would overload or impair the floors, walls, or roof of the Project, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

17. Valet and shopping carts, if provided at the Project, are the property of the Association. Such carts shall not be left in the hallways, and, after use, must be immediately returned to the designated area. Under no circumstance may such carts be taken beyond the building.

18. Smoking within any Unit is prohibited.

SECTION III. COMMON AREAS

1. No Occupant or Guest shall place, store, or maintain on walkways, roadways, grounds, or other common areas any furniture, packages, or objects of any kind, or otherwise obstruct transit through such common areas.

2. Except as otherwise specifically provided in these House Rules, eating, drinking, and smoking are not permitted in any common area of the Project including, without limitation, lobbies, hallways, elevators, corridors, stairwells, waiting areas, the Recreational Deck, and the Parking Structure. Smoking shall be permitted within designated smoking areas. Additionally, smoking is not permitted in any Limited Common Element appurtenant to a Unit, including, without limitation, the lanai appurtenant to any Unit.

3. No recreational activities shall be permitted in any portion of the Project except in those areas expressly designated for such activities.

4. No Occupant or Guest shall make or suffer any strip or waste, or unlawful, improper, or offensive use of the Project or alter or remove any furniture, furnishings, or equipment from the common areas.

5. When moving furniture or other large objects in or out of a Unit or through the common areas, Occupants must reserve a date and time with the Managing Agent, who will schedule the use of one of the loading docks, stalls, and/or elevators at such times and in such manner as will cause the least inconvenience and disruption to others. Occupants shall use and/or install temporary protection for the floors and walls of the common areas of the floor on which their Unit is located. Moving hours are from 8:00 a.m. through 4:30 p.m. on Mondays through Saturdays. During such moves and/or use of a loading stall, the Managing Agent may inspect the loading stall(s) area and moving path for cleanliness and damages. An Owner shall be responsible for the cost to repair any damage to the loading stalls caused by the Owner or other Occupant of the responsible Owner's Unit.

6. Movers shall not pack or unpack containers or furniture in hallways. Packing or unpacking shall be done inside the Unit or in the loading stall(s). The moving company shall remove packing materials from the Premises.

7. Extensive repairs of a Motor Vehicle, surfboard, or other equipment shall not be permitted on the Premises.

8. Keyless access devices are required to access the residential elevators. Occupants shall not allow strangers to enter the elevator behind them and shall not allow Guests to take keyless devices for access. Occupants shall accompany their Guests at all times. Lost access devices shall be immediately reported to the Managing Agent so that said device may be deactivated.

9. No Occupant or Guest shall harm, damage, litter in, cut, prune, plant in, dig, uproot, take, remove, or in any way alter any of the landscaping and/or decorative water features (if any) that are part of the Common Elements, including Limited Common Elements; or plant, put, place, store, maintain, or affix any plants, planters, statues, water features, or objects of any kind upon or in any portion of said landscaping and/or decorative water features (if any). No climbing or playing in any of the landscaping and/or decorative water features (if any) is permitted.

SECTION IV. TRASH DISPOSAL

1. No refuse, garbage, or trash of any kind shall be thrown, placed, or kept on any common areas of the Project outside of the trash chutes, trash rooms, and other disposal facilities provided for such purpose.

2. All garbage must be wrapped or bagged before being placed in the trash chutes and shall not exceed the maximum size as detailed by the Managing Agent. Cardboard and/or cardboard boxes shall not be placed in any trash chute.

3. All items suitable for recycling shall be placed in the designated recycle bin(s). All cardboard cartons must be flattened before placement in the bin(s). If the bin(s) is/are full, the Managing Agent should be contacted immediately for assistance. Trash chutes, containers, and/or receptacles located on Levels 2 through 39 are for household refuse, garbage, and/or trash only. Any large or bulky items shall be hauled away by the Occupant upon coordinating with the Managing Agent.

SECTION V. PARKING

1. Parking in areas of the Project not expressly designated for residential parking is prohibited.

2. No Occupant shall use any parking stall located in the Parking Structure other than the parking stall(s) that is/are appurtenant to such Occupant's Unit, as designated in the Declaration, except as permitted under the Declaration or as permitted in writing by the Occupant of the Unit to which the subject parking stall(s) is/are appurtenant, and as otherwise duly authorized by the Managing Agent.

3. No Motor Vehicles shall be parked and no items placed in the driveways, entrances, and exits of the Project and in any areas marked as "no parking" areas.

4. Motor Vehicles should be centered in parking stalls so as to prevent crowding of adjacent stalls and/or blocking of passages. The number of Motor Vehicles parked in a parking stall at one time shall not exceed the stall size. No Motor Vehicle shall be parked so that any portion thereof shall protrude from the parking stall.

5. All persons shall exercise due caution in driving, parking, loading, or unloading within the parking areas to avoid damage to other Motor Vehicles or property and injury to other persons. The speed limit in the Parking Structure shall be five (5) miles per hour, which limit shall be observed at all times.

6. The parking areas shall not be used for playing, exercising, or loitering.

7. Violators of the parking regulations set forth in this Section V may have their vehicles towed away or items removed at their own expense; provided that Occupants shall be responsible for authorizing the towing of unauthorized vehicles from such Occupants' assigned parking stalls and must sign all required authorizations for the towing of vehicles from such assigned parking stalls. If the violator is a Guest of an Occupant, the Occupant and/or responsible Owner shall be held liable for payment of any fines or related charges not paid by the violator.

8. All Guests must register by filling in information required on the sign-in sheet provided by the Managing Agent or security personnel on duty. Guest parking stalls in the Project are for the use of Guests only between the hours of 7:00 a.m. and 1:00 a.m. Guests' vehicles are permitted to park in a guest parking stall for a maximum of six (6) hours between the hours of 7:00 a.m. and 1:00 a.m. daily. Notwithstanding the foregoing, a Guest may park a vehicle in a guest parking stall between the hours of 1:00 a.m. and 7:00 a.m. provided that the Occupant obtains from the Managing Agent an overnight parking pass for such Guest. A fee may be assessed for overnight guest parking. While utilizing a guest parking stall, a Guest must be physically on the Project grounds and visiting an Occupant.

9. No personal property other than bicycles and Motor Vehicles shall be stored in or on any parking stall.

10. No boats, jet skis, recreational vehicles (also known as RVs), or all-terrain vehicles (also known as ATVs) shall be parked in any parking stalls or stored anywhere on the Premises. Bicycles may only be stored in designated areas and as set forth Section V.9, above.

11. All Motor Vehicles must be equipped with a muffler in good working order. Motor Vehicles that emit an unreasonably loud noise may be prohibited from entering the Parking Structure.

12. The washing of a Motor Vehicle in a parking stall is prohibited.

13. Occupants shall be responsible for maintaining their respective parking stalls in a clean condition, free from oil drips or other discharge from their Motor Vehicles. From time to time and upon giving

prior written notice and an opportunity to cure, the Association may (a) clean any parking stall in the Parking Structure and (b) assess the Occupant of the Unit to which the parking stall is appurtenant a fee of one hundred dollars ($100.00) for such cleaning.

14. Motor Vehicles that pose a safety hazard to the Project or the persons therein may be removed at the expense of the owner thereof and/or the responsible Occupant or Owner.

15. Motor Vehicles shall be duly registered and/or licensed as required by applicable law, and Occupants shall register their Motor Vehicles with the office of the Managing Agent.

16. Certain stalls in the Parking Structure may be improved with an electric vehicle charging station, for use by Occupants and Guests, subject to the rules and regulations adopted by the Board pertaining to such things as the length of time any one person may park in such a stall and payment for use of the charging station.

17. The Association and Managing Agent are not responsible for any theft from and/or damage to a Motor Vehicle parked in the Parking Structure.

SECTION VI. PETS

1. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except that dogs, cats, or other typical household pets (each a "**pet**"), such as guinea pigs, rabbits, fish, or birds may be kept by Occupants in their respective Units subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial purpose.

   (A) Except for fish, no more than two (2) pets shall be allowed per Residential Unit.

   (B) No pet may exceed eighty (80) lbs. in weight. No infant or juvenile pet of any type or breed, which, when fully grown, is likely to exceed eighty (80) lbs. in weight, may be kept in the Project.

   (C) No animal defined as a "pest" under Hawaii Revised Statutes ("**H.R.S.**") §150A-2, or prohibited from importation under H.R.S. § 141-2, § 150A-5, or § 150A-6, may be kept in the Project.

   (D) Every Occupant keeping a pet or pets shall register each pet with the Managing Agent, who shall maintain a register of all pets kept in the Project. Dogs, cats, and other similar pets shall wear an identification tag containing the name and contact information of the Occupant.

   (E) No pet is permitted on the Recreational Deck and Recreational Amenities except in areas specifically designated for such pet.

2. Notwithstanding any provision to the contrary contained herein, animals specially trained to assist disabled individuals (hereinafter referred to as "**service animals**") or animals required by a physician in writing necessary for emotional support shall be permitted at the Project subject to the following restrictions:

   (A) Such service animals and emotional support animals shall not be kept, bred, or used at the Project for any commercial purpose; and

   (B) Such service animals and emotional support animals shall be permitted on the Common Elements (including, but not limited to, the Recreational Deck and Recreational Amenities) provided the animal is on a leash.

3. Any pet or service animal or emotional support animal causing a nuisance or unreasonable disturbance to any Occupant or Guest, or that is involved in contact with any Occupant, Guest, or other pet in which injury occurs, shall be permanently removed from the Project promptly upon

notice given by the Board or the Managing Agent; provided, however, that any such notice given with respect to a service animal or emotional support animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other Occupants or Guests. A tenant of an Owner must obtain the written consent of the Owner to keep a pet or pets in the Unit. Notwithstanding such consent, a tenant may keep only those types of pets which may be kept pursuant to these House Rules. Any Occupant who keeps a pet or pets pursuant to these House Rules may, upon the death of the pet, replace the pet with another and continue to do so for as long as the Occupant continues to reside in the Unit or another Unit in the Project subject to these same House Rules. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets, service animals, and emotional support animals as the circumstances may require or the Board may deem advisable.

4. Each owner of a pet and the Owner of the Unit in which such pet is kept shall indemnify and hold the Association and the Board harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the Unit and the Project.

5. Except when in transit or using the dog park on Level 6 or the archaeological preserve area on Level 1, pets (other than service animals and emotional support animals) shall not be allowed on any common area. Any pet (including a service animal or emotional support animal) in transit through the common areas must be carried whenever practicable or on a leash which keeps the pet within three feet (3') of its handler's feet. Pets shall not be allowed to come into contact with persons other than the handlers thereof, or other pets, except as permitted by such persons or the owners of the other pet(s).

6. Any damage to the Premises caused by a pet shall be the full responsibility of the owner of the pet and the Owner of the Unit in which the pet is kept and the costs of repair or replacement shall be specially assessed to such person(s).

7. Owners of pets shall be responsible for immediately picking up and cleaning up after their pets. Pet waste and trash (sand, litter paper, etc.) shall be wrapped and disposed of with extra care.

8. Owners of dogs (other than service dogs or emotional support dogs) shall be assessed a special annual fee of $150.00 per dog to defray the additional costs resulting from the presence of such dogs in the Project and incurred by the Association in properly cleaning and maintaining the Common Elements of the Project.

SECTION VII. NOISE

1. Occupants and Guests shall exercise care in the use of musical instruments, radios, televisions, stereos, amplifiers, etc. that may disturb other Occupants and Guests.

2. Occupants and Guests shall maintain quiet between 9:00 p.m. and 6:00 a.m. on weekdays (Sunday through Thursday nights) and 11:00 p.m. and 7:00 a.m. on weekends (Friday and Saturday nights).

SECTION VIII. BUILDING MODIFICATIONS

1. No structural changes of any type, including, without limitation, penetration of the ceiling or floor, by an Occupant shall be permitted within the common areas except as permitted by, and in accordance with, the provisions of the Declaration and the Bylaws.

2. Except as otherwise provided in the Declaration, the Bylaws, or these House Rules, no signs, posters, signals, flags, or lettering shall be inscribed or exposed on any part of the Units or Common Elements appurtenant thereto, nor shall anything be projected out of any window or door or off any lanai of any Unit, nor shall anything, including, without limitation, doorbells, be attached or placed on the exterior of a Unit or lanai, without the prior written approval of the Board.

3. No Occupant shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antennae, machines, air conditioning units, or other equipment, or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows, or roof of the Project, except an antennae installed in accordance with any policy governing such antennas established by the Board or in accordance with any restrictions and/or instructions pertaining to such antennas provide by the Board.

4. No Occupant shall decorate the entry door of his/her Unit, and no Occupant shall decorate any Common Element of the Project, except in accordance with such standards and/or guidelines as may be established by the Board from time to time.

5. An Occupant may install one additional dead bolt on the entry door to such Occupant's Unit, provided that such dead bolt and the installation thereof shall be in accordance with specifications as may be adopted by the Board from time to time. A key must be provided to the Managing Agent for emergency purposes.

6. No window guards, except for the window limit stop installed by Developer, or other window decorations shall be used in or about any Unit, unless otherwise required by applicable law and as approved by the Board. Notwithstanding the foregoing, each Occupant shall notify the Managing Agent in writing when a child or children under the age of eleven years lives or resides (even temporarily) in the Unit. Each such Occupant shall install, at such Occupant's expense, the required window guards in all windows of the Unit. The Occupant shall maintain all window guards and window limit stops installed in the Unit and shall not remove the same until permitted by applicable law and in any event, without full knowledge of the Managing Agent.

SECTION IX. INTERIOR UNIT MODIFICATIONS / CONSTRUCTION WORK

1. Interior Unit Modifications. No alterations, modifications, or changes to a Unit shall be made or permitted except as permitted by, and in accordance with, the provisions of the Declaration and the Bylaws. In particular, in the event that an Owner chooses to replace flooring originally installed by Developer with carpet, stone, tile, wood, laminate, or other material, the alterations are required to meet the acoustical requirements for flooring. Minimum IIC and STC acoustic standards for the transference of sound through the slab to the Unit below and through walls to adjacent Units, as required by the Declaration, need to be met and documented.

2. Hours of Work. Construction activity related to interior alterations, modifications, or changes to any Unit shall be allowed only on Monday through Saturday (excluding state and/or federal holidays) between the hours of 8:00 a.m. to 5:00 p.m.

3. Construction Parking. Due to limited on-site guest parking, all contractors or laborers engaged in the construction of the interior improvements to a Unit are to be notified that off-site parking will be required unless such contractor arranges through the Managing Agent for on-site parking in certain designated stalls or areas. If on-site parking is provided and any contractors, their workers, or subcontractors park in stalls or areas which were not specifically cleared through the Managing Agent, such vehicles may be towed at the expense of such contractor, worker, or subcontractor. Contractors may also arrange through the Managing Agent for temporary parking to load and/or unload materials and/or equipment.

4. Common Area Cleanup. It shall be a requirement of the work that all hallways and other common areas of the Project are cleaned of construction debris and other rubbish on a daily basis by any person(s) working on a Unit. No accumulation of trash or other debris from the construction activity within a Unit shall be allowed or permitted to remain in the hallways or other common areas of the Project.

5. Trash Removal. The use of any of the trash chutes, rooms, containers, or receptacles of the Project for disposal of construction trash or debris or hazardous materials is strictly prohibited. The Owner and/or contractor shall arrange for removal of all such construction trash, debris, and other materials from the Premises without use of the Project's trash chutes, rooms, containers, or receptacles. If this rule is violated, the Association reserves the right to charge the Owner for the cost of removal of any such construction trash, debris, or other materials and/or to bar the offending contractor from entering onto the Premises until satisfactory arrangements are made to remove such construction trash, debris, or other materials and reasonable assurances are provided to the Association that such violation will not re-occur.

SECTION X. GENERAL

1. Occupants shall at all times keep all storage areas, including, without limitation, any storage rooms or storage lockers, and their contents pest- and odor-free and in clean, sanitary, and good order and condition and observe and perform to all laws, ordinances, rules, and regulations applicable to the use of the Project and said storage areas now or hereafter made by any governmental authority or the Board. Food and other materials likely to attract insects and/or vermin may not be kept in storage areas. Storage areas may be subject to periodic spraying, fumigation, and other pest-control measures by the Association.

2. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of a storage area, including, without limitation, any storage room or storage locker.

3. Nothing shall be allowed, done, or kept in any storage area, including, without limitation, any storage room or storage locker, that would overload or impair the structure of the storage area.

4. No Occupant shall use or permit to be brought into or stored in the building, including, without limitation, common areas, including, but not limited to, any storage rooms or storage lockers, any inflammable or combustible substances such as gasoline, propane, turpentine, kerosene, gunpowder, fireworks, or other explosives and highly flammable material or anything deemed highly dangerous or hazardous to life, limb, or property.

5. Owners shall observe and adhere to these House Rules and ensure that all Occupants and Guests adhere to these House Rules. Owners are responsible at all times for the reasonable conduct and decorum of their family members, tenants, and Guests on the Premises.

6. Damage to the building or common areas caused by any Occupant or Guest shall be the responsibility of the Owner who, or whose Occupant or Guest, caused said damage and such damage shall be repaired at the expense of the responsible Owner.

7. Surfboards over seven (7) feet long and bicycles are not permitted in the interior of the building. All such surfboards and bicycles must be registered with the Managing Agent's office and stored in designated storage areas or as otherwise permitted herein.

8. Waterbeds of any nature are prohibited in the Project.

9. Feeding of non-captive birds on lanais or of any animals on any common area is prohibited.

10. Climbing of walls, trees, fences, and other Common Elements other than the Recreational Amenities expressly designed for climbing is prohibited.

11. Use of fireworks of any kind anywhere on the Premises is prohibited.

12. No one other than the building staff and the Board, and their representatives, may at any time or for any reason whatsoever enter upon or attempt to enter into/on any mechanical room, utility room, workshop area, or the rooftops, with the exception of the proper use of the Recreational Amenities.

DRAFT

13. Notwithstanding any provision to the contrary contained in these House Rules, Owners are ultimately and legally responsible for the conduct of their Occupant(s) and Guest(s) and for their use of the Recreational Amenities and common areas of the Project, and at all times shall ensure that their Occupants' and/or Guests' behavior is neither offensive to any other Occupant or Guest of the building nor damaging to any portion of the Common Elements.

SECTION XI RECREATIONAL DECK AND RECREATIONAL AMENITIES

1. Unless otherwise stated below, the Recreational Amenities may be used between the hours of 8:00 a.m. and 10:00 p.m. daily.

2. The family swimming pool and spa may be used between the hours of 6:00 a.m. and 10:00 p.m. daily.

3. The adult swimming pool shall be open from 6:00 a.m. to 9:00 a.m. for lap swimming for Occupants and/or Guests twelve (12) years and older. From 9:00 a.m. to 10:00 p.m., the adult swimming pool shall only be open to Occupants and Guests over the age of eighteen (18).

4. The fitness center may be used 24 hours a day.

5. Swimming is permitted only in appropriate bathing attire. Nude sunbathing is prohibited.

6. There is no lifeguard on duty at the swimming pool or hot tub. Therefore, anyone using the swimming pool or hot tub does so at his/her own risk and is fully responsible for his/her own safety. Parents or a responsible adult are responsible for their children's safety on the Recreational Deck and common areas.

7. All suntan oil, dirt, and other such materials must be removed before entering the swimming pool or hot tub. Persons having open sores and wounds or communicable diseases are not allowed in the swimming pool or hot tub. Spitting, urinating, and blowing one's nose in the swimming pool or hot tub are strictly prohibited. Splashing of water other than that accompanying normal swimming is not permitted. Running, jumping off walls, and horseplay are not permitted in/on the Recreational Deck and Recreational Amenities.

8. The introduction of sand, rocks, or other foregoing matter in the swimming pool or hot tub is strictly prohibited and will result in immediate eviction therefrom.

9. Swimmers must dry themselves before leaving the swimming pool area.

10. No glass items of any kind or similar breakable items shall be permitted on the Recreational Deck or in the Recreational Amenities.

11. Recreational Amenities or portions thereof may be reserved for private parties upon written request to the Managing Agent. The decision to allow the reservation of such areas for private parties shall be subject to guidelines adopted by the Board from time to time and shall be implemented by the Managing Agent. The Board will charge a location fee to be determined by the Managing Agent for large scale (25+ people encompassing all or part of the Recreational Amenities) private events as well as hire, at the Occupants' sole cost and expense, a security guard to remain on the Recreational Amenities for the duration of the event. The guidelines shall be for the purpose of reasonably regulating, restricting, and/or limiting the use of these areas for private parties. For all functions involving more than six (6) persons, a reservation shall be required. A written request form is available in the Managing Agent's offices. The written request must be provided to the Managing Agent no less than two (2) business day prior to the scheduled function date.

12. Interior Recreational Amenities may be used until 2:00 a.m. if such use does not disturb other Occupants or Guests.

13. All persons shall comply with the requests of the Managing Agent with respect to matters of personal conduct in and about the Recreational Amenities. The employees of the Managing Agent and/or security personnel are authorized to require any person using any of the Recreational Amenities to identify himself or herself by name and Unit number and, if a Guest, to give the name and Unit number of the host Occupant and to confirm, if required, the physical presence of the Occupant acting as host.

14. No animals (except for service animals and emotional support animals as defined above) are allowed in or around the Recreational Amenities.

15. Intoxicated persons are not permitted to use the Recreational Amenities.

16. Children under twelve (12) years of age must be supervised by a responsible adult when using the Recreational Amenities. Infants and toddlers two (2) years old and under are required to wear a swim diaper in the swimming pool and hot tub. If there is a related feces accident in the swimming pool or hot tub, the swimming pool or hot tub in which the accident occurred must be drained, treated, and refilled at the expense of the responsible Owner whose Occupant's child or Guest caused the accident.

17. All persons using any of the Recreational Amenities are required to exercise due care to preserve the functionality and appearance of said facilities. All trash and personal belongings must be removed after use of any Recreational Amenities. The chairs or umbrellas, if any, in the Recreational Amenities should be returned to their original positions/locations to ensure a neat and orderly appearance. All Occupants acknowledge and agree that the Managing Agent may issue rules governing the use of the Recreational Amenities which are not inconsistent with these House Rules.

18. Eating, drinking of beverages (including alcoholic beverages in moderation), and picnicking may be allowed in designated areas on the Recreational Deck and in the Recreational Amenities. The use of hibachis, barbeques grills, and other open-fire cooking equipment is strictly prohibited in all areas except the barbeque area. All persons using the barbeque areas must clean, and remove all trash and personal belongings from, the areas after use.

19. Children under twelve (12) years of age must be supervised by a responsible adult when using any children's play area.

20. For safety and privacy reasons, children under the age of fifteen (15) must be supervised by a responsible adult when using the fitness center and the equipment located therein.

21. Anyone violating these rules may be asked by the Managing Agent or building staff to leave the area and any reservation associated therewith may be terminated. The Association shall not be liable for any loss related to any such termination of a reservation.

SECTION XII. INTERACTION WITH COMMERCIAL AREAS

1. Occupants and Guests shall not park on Level 1 of the Parking Structure when patronizing a business located within the Commercial Unit, unless in a Limited Common Element parking stall appurtenant to the Occupant's Unit or guest parking stall (as appliable). The foregoing does not apply to loading stalls properly reserved hereunder.

2. Occupants and Guests of Residential Units shall not solicit patrons of the Commercial Unit, the Commercial Unit Limited Common Elements, or the Commercial Limited Common Elements.

SECTION XIII. EXPENSES OF ENFORCEMENT

Every Occupant, or Owner if the Occupant is not an Owner and refuses to comply with this provision, shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in enforcing any provision of the Declaration, the Bylaws, or these House Rules against such Occupant or Occupant's Guest.

SECTION XIV. MONETARY FINES FOR DECLARATION, BYLAWS, OR HOUSE RULES VIOLATIONS

1. In addition to any other remedy available to the Association by law or equity, a monetary fine or suspension of access rights to the Recreational Amenities, as stated below, may be imposed against the responsible Owner for each violation of the Declaration, the Bylaws, and/or these House Rules. This fine may be deducted from the responsible Owner's maintenance fee payment. Fines duly imposed but unpaid shall constitute a lien on the Owner's Unit that may be foreclosed upon in like manner as a lien for unpaid assessments to collect the unpaid amount. The Association also has the right to pursue any action to recover a money judgment for any unpaid fines without foreclosing or waiving the lien.

2. The fine for any violation shall be as follows:

   (A) First Step - written citation to the offending Occupant, with a copy of said citation being sent to the Owner if the offender is not the Owner.

   (B) Second Step - written citation to the offending Occupant, with a copy being sent to the Owner if the offender is not the Owner. A fine of fifty dollars ($50.00) (per violation) will be assessed against the Owner if the violation that prompted the first written citation is not corrected within thirty (30) calendar days from the delivery or mailing, whichever is first in time, of the first written citation, if there is a second violation of the same provision of the Declaration, the Bylaws, or these House Rules, or if there is a subsequent violation of a different provision of the Declaration, the Bylaws, or these House Rules.

   (C) Third Step - written citation to the offending Occupant, with a copy being sent to the Owner if the offender is not the Owner. A fine of one hundred dollars ($100.00) (per violation) will be assessed against the Owner if the violation that prompted the second written citation is not corrected within thirty (30) calendar days from the delivery or mailing, whichever is first in time, of the second written citation, if there is a third violation of the same provision of the Declaration, the Bylaws, or these House Rules, or if there is a subsequent violation of a different provision of the Declaration, the Bylaws, or these House Rules.

   (D) Fourth Step – written citation (sent Certified and Regular Mail) to the offending Occupant, with a copy being sent Certified and Regular Mail to the Owner if the offender is not the Owner. A fine of two hundred dollars ($200.00) (per violation) will be assessed against the Owner if the violation that prompted the third written citation is not corrected within thirty (30) calendar days from the delivery or mailing, whichever is first in time, of the third written citation, if there is a fourth violation of the same provision of the Declaration, the Bylaws, or these House Rules, or if there is a subsequent violation of a different provision of the Declaration, the Bylaws, or these House Rules. The Association also reserves the right to take appropriate legal action to preclude the continuance of the violation(s).

   (E) Notwithstanding anything to the contrary set forth above, an immediate fine not to exceed two hundred fifty dollars ($250.00) per violation may be assessed against the offending Occupant, with a copy being sent to the Owner if the offender is not the Owner, for any violation that creates a safety hazard to the Project and/or the persons therein and/or results in a non-emergency fire alarm activation within the Project.

(F) The Managing Agent may, in its discretion, suspend an offending Occupant with multiple citations from accessing the Recreational Amenities of the Project for a reasonable duration, as may be determined by the Managing Agent.

3. Any assessment not paid within fifteen (15) calendar days after the due date shall be subject to a late charge as may from time to time be established by the Board.

4. After twelve (12) months, a paid fine shall be removed from an Occupant's record and shall not be used in calculating subsequent violations.

5. The Managing Agent and its staff, as agents for the Board, are authorized to issue written citations and levy fines.

6. Appeal from Citations and Fines. Any person fined and/or cited ("**appellant**") may appeal from the fine and/or citation imposed by the Board or the Managing Agent as follows:

(A) Notice of Appeal. By delivering to the Managing Agent, within twenty (20) calendar days after the date of delivery or mailing to the appellant, whichever is first in time, of written notice of such fine and/or citation, a written notice of appellant's appeal and the reason(s) therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. However, the Board may waive or rescind all or part of such fine for good cause at the time of the hearing of such appeal.

(B) Time for Hearing Appeal. All appeals shall be heard by the Board either by email, telephone conference call, or at a physical meeting of the Board within ninety (90) calendar days after the notice of appeal has been delivered to the Managing Agent.

(C) Procedure. A statement of the facts on which the fine or citation was based shall be furnished to the appellant at least (10) business days before the hearing. Each appeal will be handled on a case-by-case basis. If a physical meeting is required or requested by the appellant, the appellant and witnesses on the appellant's behalf, if any, may present appellant's defense and supporting evidence. The Board may ask other persons to attend and present testimony, and the Board may consider all relevant testimony, evidence, and information related to the violation.

(D) Disposition of Appeal. The directors of the Board may not act unless a quorum is present. The Board shall vote as to whether the fine, the amount thereof, and/or citation shall be affirmed. If a majority of the directors of the Board present vote in the affirmative, the fine and/or citation shall be upheld and continue in full force and effect. If less than a majority of those directors of the Board present vote in the affirmative, then the fine and/or citation shall thereby be rescinded.

SECTION XV. AMENDMENT OF HOUSE RULES

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

SECTION XVI. COMPLIANCE WITH CONDOMINIUM DOCUMENTS

Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration and the Bylaws (the "**Condominium Documents**"), and in the event of any conflict between these House Rules and the Condominium Documents, the Condominium Documents shall govern and the Board shall make such changes to these House Rules as necessary from time to time to comply with the Condominium Documents.

(The remainder of this page intentionally left blank)

DRAFT

CERTIFICATE OF ADOPTION

Developer, acting for and on behalf of the initial Association, hereby adopts the foregoing as the Rules and Regulations of the Association of Unit Owners of Ālia at 888 Ala Moana for and on behalf of the Association this ___ day of _____, 20___.

888 ALIA OWNER, L.P.,
a Delaware limited partnership

By _____
Name:
Its:

"Developer"

p

DRAFT

SECTION VI

Form of Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney for Ālia at 888 Ala Moana

LAND COURT SYSTEM | REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL ( ) PICK UP ( )

Tax Map Key Nos. (1) 2-1-056:017 Total Pages: _____
CPR No. _____; Unit No. _____

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

ĀLIA AT 888 ALA MOANA

THIS INDENTURE, made this _____ day of _____, 20___, by and between **888 ALIA OWNER, L.P.**, a Delaware limited partnership, whose principal place of business and mailing address is c/o 888 Ālia LLC, 1288 Ala Moana Boulevard, Suite 201, Honolulu, Hawaii 96814 ("Grantor"), and _____ _____, whose address is _____ ("Grantee").

W I T N E S S E T H:

That Grantor, in consideration of the sum of TEN AND NO/100 UNITED STATES DOLLARS (U.S. $10.00), and other good and valuable consideration to Grantor paid by Grantee, receipt whereof is hereby acknowledged, and of the promises and covenants hereinafter set forth and on the part of Grantee to be faithfully observed and performed, does hereby grant, bargain, sell and convey unto Grantee, as _____, the following described real property (the "Property"), and the reversions, remainders, rents, issues and profits thereof, and all of the estate, title and interest of Grantor, both at law and in equity, thereon and thereto;

The Property hereby conveyed comprises a portion of the ĀLIA AT 888 ALA MOANA condominium project (the "Project"), as established by that certain Declaration of Condominium Property Regime of Ālia at 888 Ala Moana, dated November 15, 2022, recorded at the Bureau of Conveyances of the State of Hawaii ("Bureau") as Document No. A-83600884, as the same may be amended from time to time (the "Declaration"). The Project consists of those certain lands situate at, Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with the improvements located thereon, as more particularly described in and subject to the Declaration. The portion of the Project consisting of the Property hereby conveyed is more particularly described in said Exhibit "A".

TO HAVE AND TO HOLD the same unto Grantee, according to the tenancy and estate hereinabove set forth, in fee simple, absolutely and forever, subject as aforesaid, and subject also to the Declaration, the Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana, dated November 15, 2022, recorded at said Bureau as Document No. A-83600886, as the same may be amended from time to time (the "Bylaws"), and the covenants, conditions and restrictions in the Declaration and in the Bylaws contained, all of which are incorporated herein by reference and made a part hereof.

The Property shall at all times be used only for the purposes described in the Declaration.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Property and the rights granted, bargained, sold and conveyed as herein mentioned; and Grantor has good right to grant, bargain, sell and convey the same in the manner set forth herein; and that the same are free and clear of and from all encumbrances created or suffered by Grantor, except for the encumbrances set forth in said Exhibit "A", and except for the lien of real property taxes not yet by law required to be paid; and Grantor shall WARRANT AND DEFEND the same unto Grantee, forever, against the lawful claims and demands of all persons claiming through Grantor, except as herein set forth.

Grantee does hereby covenant and agree, for the benefit of the owners from time to time of all other condominium units in the Project, to at all times observe, perform, comply with and abide by all of the terms, covenants, conditions, agreements, obligations and restrictions set forth in the Declaration, the Bylaws, and the Rules and Regulations of the Association of Unit Owners of Ālia at 888 Ala Moana, as now or hereafter amended ("House Rules"), on Grantee's part to be observed and performed as and when required to do so, and will indemnify and hold and save harmless Grantor from any failure to observe and perform any of such terms, covenants, conditions, agreements, obligations and restrictions.

Grantee further acknowledges and agrees that Grantee has examined (or waived such examination), and has approved the following Project documents (and any and all amendments to said documents): the Declaration, the Bylaws, the Project Condominium Map ("Condominium Map"), the House Rules, the Ālia at 888 Ala Moana Escrow Agreement and the public report issued for the Project by the Real Estate Commission of the State of Hawaii. In addition, Grantee hereby agrees and acknowledges that each of the acknowledgments and agreements made by Grantee in the Ālia at 888 Ala Moana Purchase Agreement, including all supplements, addenda and amendments thereto, covering the Property shall survive the recordation of this Deed.

Grantee further acknowledges and agrees that the Property hereby conveyed is subject to the Planned Development Permit dated September 7, 2022, No. KAK 22-042, as may be amended, including, without limitation, the requirement therein that the Project may be assessed the cost of improvements made in the vicinity of the Project pursuant to the Hawaii Community Development Authority's District-Wide Improvement Assessment Program. If any such assessments are made, Grantee shall be responsible for and shall pay Grantee's respective prorated share of any such assessments as part of Grantee's share of assessments for the Project.

Grantee hereby acknowledges and accepts those certain rights set forth in the Declaration and Bylaws as being reserved unto Grantor for the periods described therein and agrees and consents to Grantor's exercise of such reserved rights in connection with the Project. Grantee does hereby further consent to the recording of any and all documents necessary to effect Grantor's exercise of said reserved rights at said Bureau, including, without limitation, any amendment or amendments to the Declaration, the Bylaws, the Condominium Map and the House Rules, as appropriate; agrees to execute, deliver and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Grantor and its assigns as Grantee's attorney-in-fact with full power of substitution to execute, deliver and record such documents and instruments and to do such things on Grantee's behalf to effect such reserved rights, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties, and which means that the grant of such power will be binding upon any person or entity to which Grantee transfers the Property, and will be considered automatically granted anew by any such person or entity upon such transfer of any interest therein, whether by deed, mortgage or any other instrument of conveyance.

The rights and obligations of Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, devisees, personal representatives, successors, successors-in-trust and assigns. All

obligations undertaken by two (2) or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein. Without limiting the generality of the foregoing, each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee herein shall run with the land and constitute an equitable servitude and lien, and is made by Grantee for Grantee and on behalf of Grantee's estate, heirs, devisees, personal representatives, successors, successors-in-trust and assigns. Each and every person hereafter acquiring from Grantee or Grantee's estate, heirs, devisees, personal representatives, successors, successors-in-trust or assigns, an interest in the Property hereby conveyed, by such acquisition, makes said acknowledgments, acceptances, appointments, agreements and covenants for such person and for such person's estate, heirs, devisees, personal representatives, successors, successors-in-trust and assigns.

In the event that any provision of this instrument is illegal, void or unenforceable for any reason, the remaining terms of this instrument shall remain in full force and effect.

The conveyance herein set forth and the warranties of Grantor concerning the same are expressly declared to be in favor of Grantee, Grantee's heirs, devisees, personal representatives, successors, successors-in-trust and assigns.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine and neuter, the singular and plural number, individuals, trustees, corporations, partnerships and companies, and each of their respective heirs, devisees, personal representatives, successors, successors-in-trust and assigns, according to the context thereof. All other capitalized terms used herein shall have the meanings given to such terms in the Declaration, unless otherwise defined herein.

Grantor and Grantee agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation and delivery of this instrument, duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents on the day and year first above written.

888 ALIA OWNER, L.P.,
a Delaware limited partnership

By: 888 Ālia LLC, a Delaware limited liability company
Its authorized agent

By: _____
Name: _____
Its: _____

"Grantor"

_____
[Individual Grantee]

_____
[Individual Grantee]

_____, _____
[Entity Grantee]

By_____
Name: _____
Title: _____

By_____
Name: _____
Title: _____

"Grantee"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

_____
(signature)

_____
(print name)

Notary Public of and for said State

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: LIMITED WARRANTY UNIT DEED, ENCUMBRANCES AND RESERVATION OF RIGHTS WITH POWER OF ATTORNEY
ĀLIA AT 888 ALA MOANA
Unit No. _____

□ Document Date: _____ or □ Undated at time of notarization

No. of Pages: _____ Jurisdiction: _____ Circuit
(in which notarial act is performed)

_____
Signature of Notary

Date of Notarization and Certification Statement

_____
Printed Name of Notary

(Official Stamp or Seal)

My commission expires: _____

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, 20___, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

_____
(signature)

_____
(print name)

Notary Public of and for said State

My commission expires:_____

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, 20___, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

_____
(signature)

_____
(print name)

Notary Public of and for said State

My commission expires:_____

EXHIBIT "A"

-FIRST:-

Unit No. _____ (the "Unit") located in that certain condominium project known as "ĀLIA AT 888 ALA MOANA" (the "Project"), as shown on Condominium Map No. 6437, recorded at the Bureau of Conveyances of the State of Hawaii ("Bureau"), as the same may be amended from time to time (collectively, "Condominium Map"), and described in that certain Declaration of Condominium Property Regime of Ālia at 888 Ala Moana dated November 15, 2022, recorded at said Bureau as Document No. A-83600884, as the same may be amended from time to time (the "Declaration").

TOGETHER WITH easements appurtenant to the Unit established by and described in the Declaration, including the following:

(A) The exclusive right to use those certain limited common elements of the Project which are described in the Declaration as being appurtenant to the Unit, including the parking stall(s) and one (1) assigned mailbox, as set forth in the Declaration.

(B) Nonexclusive easements in the common elements, including the limited common elements, as applicable, for purposes of ingress to, egress from, utility services for, support of, and, as necessary, for the maintenance and repair of, the Unit and the limited common elements appurtenant thereto; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided in the Declaration, and in the other units in the building in which the Unit is located for support; subject to the provisions of Section 514B-38 of the Hawaii Revised Statutes, as amended.

-SECOND:-

An undivided _____% interest appurtenant to the Unit, in all common elements of the Project, as established for the Unit by the Declaration, or such other fractional or percentage interest as hereafter established for the Unit by any amendment of the Declaration, as tenant in common with all other owners and tenants thereof.

TOGETHER WITH AND SUBJECT TO, as to FIRST and SECOND above, the covenants, agreements, easements, obligations, conditions, exceptions, reservations and other matters and provisions of the Declaration, the Bylaws of the Association of Unit Owners of Ālia at 888 Ala Moana, and the House Rules, each as may be amended from time to time, all of which are incorporated herein by this reference and which constitute and shall constitute covenants running with the land, equitable servitudes and liens to the extent set forth therein and provided by law, and which are hereby accepted by the Grantee as binding and to be binding on the Grantee, and Grantee's successors and assigns.

EXCEPTING AND RESERVING AND SUBJECT TO all easements as provided in the Declaration, including, but not limited to, (i) easements for encroachments appurtenant to other units or the common elements, now or hereafter existing thereon; (ii) easements for access to the Unit and/or limited common element appurtenant thereto from time to time during reasonable hours as may be appropriate for the operation or maintenance of the Project or for any other purpose reasonably related to the exercise of the rights and obligations under the Declaration, or, without notice, at any time for (a) making emergency repairs therein necessary to prevent damage to any unit or limited common element, (b) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity, (c) protecting the property rights of any Owner, or (d) preventing death or serious bodily injury to any Owner or other Occupant therein; (iii) easements necessary to complete improvements to the Project, for noise and dust, to conduct sales activities upon the Project, and to install and operate central telecommunication receiving and distribution systems and services, all as provided in the Declaration; and (iv) easements through certain exterior Common Elements for purposes set forth in the Master Charter.

THE LANDS UPON WHICH THE PROJECT IS LOCATED ARE DESCRIBED AS FOLLOWS:

ITEM I:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu) situate, lying and being at Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being Lot 5, Block 19, of the "KAKAAKO SUBDIVISION" and thus bounded and described:

Beginning at the south corner of this lot, the same being the west corner of Lot 6, Block 19, and on the northerly side of Ala Moana, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,975.83 feet south and 3,413.32 feet west, and running thence by azimuths measured clockwise from true South:

1.	116°	24'	250.00	feet along the northerly side of Ala Moana;
2.	216°	09'	304.40	feet along the southwest side of Koula Street;
3.	296°	24'	124.04	feet along the southerly side of Auahi Street;
4.	26°	24'	150.00	feet along Lot 2-A;
5.	296°	24'	74.42	feet along Lots 2-A and 2-B;
6.	26°	24'	150.00	feet along Lot 6 to the point of beginning and containing an area of 56,106 square feet, more or less.

ITEM II:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu and portion(s) of Royal Patent Number 1944 to E. W. Clarke, Land Commission Award Number 387 to the American Board of Commissioners for Foreign Missions) situate, lying and being at Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 6-C, Block 19, of the "KAKAAKO SUBDIVISION", No. 1045 A & B and thus bounded and described:

Beginning at a pipe at the southwest corner of this lot, the south corner of Lot 5 and on the northerly side of Ala Moana, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,098.63 feet south and 3,165.93 feet west, and running thence by azimuths measured clockwise from true South:

1.	206°	24'	150.00	feet along Lot 5 to a pipe;
2.	296°	24'	276.19	feet along Lots 2-B and 2-C to a pipe;
3.	26°	24'	150.00	feet along Land Court Application 670 to a pipe;
4.	116°	24'	276.19	feet along the northeast side of Ala Moana to the point of beginning, containing an area of 41,428 square feet, more or less.

ITEM III:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu and portion(s) of Royal Patent Number 1944 to E. W. Clarke, Land Commission Award Number 387 to the American Board of Commissioners for Foreign Missions) situate, lying and being at Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 2-D, Block 19, of the "KAKAAKO SUBDIVISION", as Delineated on Bishop Estate Map No. 1045 A, & B and thus bounded and described:

Beginning at a pipe at the east corner of this lot, the north corner of Lot 416, Land Court Application 670 and on the southwesterly side of Auahi Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,829.66 feet south and 3,032.56 feet west and running thence by azimuths measured clockwise from true South:

1. 26° 24' 150.00 feet along Lot 416 of Land Court Application 670 to a pipe;

2. 116° 24' 350.61 feet along Lot 6-C and Lot 5 to a pipe, passing over a pipe at 276.19 feet;

3. 206° 24' 150.00 feet along Lot 5 to a pipe;

4. 296° 24' 350.61 feet along the southwest side of Auahi Street to the point of beginning, containing an area of 52,592 square feet, more or less.

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS

GRANTOR : ROBERT K.W.H. NOBRIGA, ELLIOT K. MILLS, CRYSTAL KAUILANI ROSE, JENNIFER NOELANI GOODYEAR- KAʻŌPUA and MICHELLE M. KAUHANE, Trustees under the Will and of the Estate of Bernice Pauahi Bishop, deceased, with full powers to sell, mortgage, lease or otherwise deal with the land, as Fee Owner

GRANTEE : 888 ALIA OWNER, L.P., a Delaware limited partnership

DATED : _____

RECORDED : Document No. A-_____.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in unrecorded FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER FOR A MASTER PLAN PERMIT ("Order") adopted September 2, 2009 by the Kaka`ako members of HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii.

   A MEMORANDUM OF MASTER PLAN PERMIT FOR THE KAIAULU `O KAKA`AKO MASTER PLAN by and between the TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, "KS", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, "HCDA", is dated October 27, 2009, recorded as Document No. 2010-012595; re: development of certain KS lands in Kakaako, for a term of fifteen years from September 2, 2009, through and including September 1, 2024.

   MEMORANDUM OF DECISION AND ORDER RE: MASTER PLAN PERMIT, FILE NO. PL MASP 13.2.8 dated October 15, 2021, recorded as Document No. A-79630719.

3. The terms and provisions contained in unrecorded MASTER PLAN DEVELOPMENT AGREEMENT dated October 6, 2009, executed pursuant to said Order adopted September 2, 2009.

   A MEMORANDUM OF MASTER PLAN DEVELOPMENT AGREEMENT FOR THE KAIAULU `O KAKA`AKO MASTER PLAN by and between the TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, "KS", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, "HCDA", is dated October 27, 2009, recorded as Document No. 2010-012596.

4. The terms and provisions contained in the following:

   INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA

DATED : November 15, 2022

RECORDED : Document No. A-83600884

Map : 6437 and any amendment thereto

Joinder given by the Trustees of the Estate of Bernice Pauahi Bishop by instrument dated November 15, 2022, recorded as Document No. A-83600885.

ASSIGNMENT OF DEVELOPER'S RESERVED RIGHTS dated May 23, 2024 and recorded as Document No. A-89420318 in favor of 888 ALIA OWNER, L.P., a Delaware limited partnership.

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA AND AMENDED AND RESTATED CONDOMINIUM MAP dated May 23, 2024, and recorded as Document No. A-89420319.

5. The terms and provisions contained in the following:

INSTRUMENT : BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF ĀLIA AT 888 ALA MOANA

DATED : November 15, 2022

RECORDED : Document No. A-83600886

Consent given by the Trustees of the Estate of Bernice Pauahi Bishop by instrument dated November 15, 2022, recorded as Document No. A-83600887.

FIRST AMENDMENT TO BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF ĀLIA AT 888 ALA MOANA dated May 23, 2024, and recorded as Document No. A-89420320.

6. Historic properties finding mentioned in the DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA, dated November 15, 2022, recorded as Document No. A-83600884.

7. The terms and provisions contained in unrecorded FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER FOR A PLANNED DEVELOPMENT PERMIT adopted on September 7, 2022 by the Kaka`ako members of the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii.

A MEMORANDUM OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION AND ORDER by KOBAYASHI GROUP LLC, a Hawaii limited liability company, is dated August 15, 2023 and recorded as Document No. A-86270583.

AMENDMENT TO MEMORANDUM OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION AND ORDER by Kobayashi Group LLC, a Hawaii limited liability company, dated May 23, 2024, recorded as Document No. A-89420317.

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS RUNNING WITH THE LAND (Land Block I) by the Trustees of the Estate of Bernice Pauahi Bishop

DATED : _____

RECORDED : Document No. A-_____

9. The terms and provisions contained in the following:

INSTRUMENT : COMMUNITY CHARTER FOR Kaiāulu ʻO Kakaʻako dated September 16, 2014, recorded in the Bureau as Document No. A-53740943, as amended (the "Covenants"), as supplemented by Supplement to Community Charter for Kaiāulu ʻO Kakaʻako (Land Block I) dated _____, recorded as Document No. A-_____.

DATED : _____

RECORDED : Document No. A-_____

10. Unrecorded Articles of Incorporation of the Kaiāulu ʻO Kakaʻako Owners Association, Inc.

11. By-laws of the Kaiāulu ʻO Kakaʻako Owners Association, Inc., attached to and recorded with the Covenants.

12. The Rules of Kaiāulu ʻO Kakaʻako Owners Association, Inc., attached to and recorded with the Covenants.

13. Unrecorded Kaiāulu ʻO Kakaʻako Architectural Guidelines, revised March 7, 2011.

14. Unrecorded Kaiāulu ʻO Kakaʻako Master Plan: Civic Space Design, Design Guidelines for Open Spaces.

15. The terms, provisions, reservations and covenants contained in the following:

INSTRUMENT : LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS

DATED _____

RECORDED : Document No. A-_____

16. The terms and provisions contained in the following:

INSTRUMENT : JOINT DEVELOPMENT AGREEMENT

DATED : _____

RECORDED : Document No. A-_____

TOGETHER WITH those appliances and furnishings included with the Unit as described in the Ālia at 888 Ala Moana Purchase Agreement covering the Unit, as may be amended, and executed by and between (a) Grantee and Grantor, or (b) Grantee and 888 Ālia LLC, and assigned to Grantor.

END OF EXHIBIT "A"

SECTION VII

Ālia at 888 Ala Moana Escrow Agreement 9.21.2022

ĀLIA AT 888 ALA MOANA
ESCROW AGREEMENT
(Hawaii Revised Statutes §514B)

THIS AGREEMENT, made this 21st day of September, 2022 ("Effective Date"), is by and between TITLE GUARANTY ESCROW SERVICES, INC., a Hawaii corporation, whose principal place of business and post office address is 235 Queen Street, Honolulu, Hawaii 96813, hereinafter called "Escrow", and 888 ĀLIA LLC, a Delaware limited liability company, whose address is 1288 Ala Moana Boulevard, Suite 201, Honolulu, Hawaii, 96814, hereinafter called "Seller",

RECITALS:

A. Seller intends to enter into sales contracts for the sale of units in a condominium project established or to be established under a Declaration of Condominium Property Regime created under the Hawaii Condominium Property Act, Chapter 514B of the Hawaii Revised Statutes, as amended ("HRS"), the terms of which sales contracts will provide for payment of the purchase price and closing costs to be made to Escrow, to be held and disbursed by Escrow pursuant to the terms and provisions of this Agreement.

B. The name of the project is "Ālia at 888 Ala Moana" (herein called the "Project").

C. The Seller plans to develop 483 residential units and one commercial unit in the Project.

D. The land included or to be included within the Project is located in the City & County of Honolulu, State of Hawaii, and is designated as Tax Key (1) 2-1-056: 014, 015 and 016.

E. The Project is located at 888 Ala Moana Boulevard, Honolulu, Hawaii 96813.

AGREEMENT

It is hereby mutually agreed by Escrow and Seller as follows:

1. Sales Contracts Deposited in Escrow. As and when Seller shall enter into a sales contract for the sale of a unit in the Project, Seller shall deliver an executed copy of such sales contract and any amendments thereto to Escrow. Each sales contract shall contain the correct names, mailing addresses and email addresses of the purchasers, shall identify the unit number to be conveyed, shall require that all payments to be made thereunder shall be made to Escrow, and shall be accompanied by the initial deposit required thereunder.

2. Public Reports. Each sales contract shall specify the effective date(s) of the applicable Developer's Public Report and any and all amendments thereto (herein called the "Public Report"), which have been issued by the Real Estate Commission of the State of Hawaii (herein called the "Real Estate Commission").

3. Sales to Owner-Occupants. If it is intended that the sale of a unit will be made to purchasers as owner-occupants (herein called "Owner-Occupants") pursuant to HRS, Chapter 514B (part B, Sales to Owner-Occupants), the prospective Owner-Occupants shall also deliver to Escrow an affidavit containing the information required by HRS, Chapter 514B, including without limitation, the requirements of HRS §§514B-96.5 and 514B-97 (hereinafter called the "Affidavit"). In the Affidavit, the prospective Owner-Occupants shall affirm that: (a) they intend to become owner-occupants pursuant to said statutes; and (b) they shall notify the Real Estate Commission immediately upon any decision to cease being owner-occupants. The Affidavit shall be personally executed by all of the prospective Owner-Occupants of the unit and shall not be executed by an attorney-in-fact.

4. Funds Paid to Escrow.

(a) Deposit of Funds by Seller. Seller shall pay over to Escrow any monies received by Seller from purchasers under sales contracts covering units in the Project, including all disbursements made on loan commitments, if any, from lending institutions to individual purchasers. Escrow shall receive, deposit and hold in escrow and disburse as herein set forth: (1) all payments received by Escrow under sales contracts made by Seller; (2) all sums received by Escrow hereunder from Seller; (3) all funds from any lending institution pursuant to a mortgage loan for the purchase of any unit by individual purchasers; and (4) all sums received by Escrow from any other source on account of this Project. In accordance with written instructions from Seller that are acceptable to Escrow, Escrow shall deposit all funds so received, within a reasonable time of their receipt by Escrow and in reasonably convenient sums, in a federally-insured, interest-bearing account at any bank or savings and loan association, authorized to do business in the State of Hawaii; provided, however, if Escrow is instructed to make such deposits more frequently than once each calendar week, Seller shall pay to Escrow a reasonable service charge for each additional deposit made during such week.

(b) Sale of Units Prior to Completion for the Purpose of Financing Construction. If units are conveyed or leased before the completion of construction of the building or buildings for the purpose of financing the construction, all moneys from the sale of the units, including any payments made on loan commitments from lending institutions, shall be deposited under an escrow arrangement into a federally-insured, interest-bearing account designated solely for that purpose, at a financial institution doing business in the state.

(c) Receipt of Purchaser's Financing Documents. Escrow shall receive evidence, in such form and of such content specified by Seller, of each purchaser's ability to pay in cash the purchase price stated in the sales contract either: (a) from the

purchaser's own funds; or (b) partially from the purchaser's own funds and the balance from the proceeds of a loan (the "Purchaser's Loan") to the purchaser from a responsible lending institution (the "Purchaser's Lender") which has issued a written commitment to make a loan to the purchaser in the amount of such balance. If all or a portion of the purchase price is to be financed, Escrow shall receive from Purchaser's Lender a note and a mortgage for execution by, or theretofor executed by, the purchaser, and shall receive funds representing the Purchaser's Loan for the purchase of the unit, which funds are to be held for disbursement in accordance with instructions of Purchaser's Lender and in conformity with the sales contract. If the purchase price is to be paid with purchaser's own equity funds, Escrow shall hold from purchaser any security required by Seller pursuant to the sales contract; it being understood that any security required by Seller is independently enforceable by Seller if purchaser is or becomes obligated to purchase.

(d) Interest on Funds in Escrow. Unless otherwise provided in this Agreement, any interest earned on funds deposited in escrow under this Agreement shall accrue as specified in the sales contract. If the sales contract does not specify to whom interest is to accrue, any interest earned on funds deposited in escrow under this Agreement shall accrue to the credit of the purchaser. Escrow shall not be liable to either Seller or any purchaser for loss or diminution in funds invested in accordance with instructions given to Escrow. If the purchaser requests that a separate account be established for the purchaser, the purchaser shall furnish to Escrow the purchaser's social security number or federal identification number and the purchaser shall pay Escrow a fee of $25.00 for such separate account.

(e) Collection of Purchaser's Funds. Upon receipt of notice in writing from Seller that any payments are due under any sales contract, Escrow shall give notice in writing to each purchaser under such agreement or contract held by Escrow, and shall call for such payment to be made to Escrow. Escrow shall not be liable for any purchaser's failure to make such payments to Escrow.

5. Conditions to Be Met Prior to Disbursement of Funds in Escrow. No disbursements of funds held in escrow shall be made, except by way of refunds thereof pursuant to Section 7, or for the payment of project costs pursuant to Section 6, unless and until the following conditions have been fulfilled:

(a) Effective Public Report and Amendments. Seller shall have delivered to the purchaser a true copy of the Public Report including all amendments, with effective date(s) issued by the Real Estate Commission. Seller shall provide to Escrow a true copy of each Public Report and amendment issued for the Project, and each pending amendment with the date that the pending amendment was filed with the Real Estate Commission.

(b) Waiver of Cancellation Rights.

(i) Notice of Cancellation. Seller shall have delivered to the purchaser notice of the purchaser's thirty-day right of cancellation on a form prescribed by the Real Estate Commission.

(ii) Waiver of Cancellation Rights. The purchaser shall have waived the right to cancel or shall be deemed to have waived the right to cancel in accordance with HRS §514B-86(c).

(iii) Receipts Related to Cancellation Rights. Seller shall have provided to Escrow evidence that the purchaser has received a true copy of the Public Report and all amendments thereto and the notice of the thirty-day right of cancellation, which evidence may be a receipt for the Public Report signed by the purchaser, a receipt of the notice of the thirty-day right of cancellation signed by the purchaser, return receipts for copies of the Public Report or notice sent by certified or registered mail or such other evidence satisfactory to Escrow.

(c) Waiver of Rescission Rights.

(i) No Material Change. Seller shall affirm to Escrow that Seller has made a determination that, there has been no material change in the Project, as such term is defined in HRS §514B-3 (hereinafter, "Material Change"), that gives rise to rescission rights under HRS §514B-87(a) after the sales contract became binding. Otherwise, the rescission provisions set forth below shall apply.

(ii) Rescission Waived. In the event of a Material Change in the Project that gives rise to rescission rights under HRS §514B-87(a) after the sales contract becomes binding, Seller shall affirm that Seller has delivered to the purchaser a description of the Material Change on a form prescribed by the Real Estate Commission.

(iii) Notice of Right of Rescission Because of Material Change. Seller shall have delivered to the purchaser notice of the purchaser's thirty-day rescission right on a form prescribed by the Real Estate Commission.

(iv) Waiver of Rescission Rights. The purchaser shall have waived the right to rescind or shall be deemed to have waived the right to rescind in accordance with HRS §514B-87(b). (The purchaser may waive the purchaser's rescission right by (A) checking the waiver box on the rescission notice, signing it and delivering it to the Seller; (B) letting the thirty-day rescission period expire without taking any action to rescind; or (C) closing the purchase of the unit before the rescission period expires.)

(v) Receipts Related to Rescission Rights. Seller shall have provided to Escrow evidence that the purchaser has received the thirty-day notice of right of rescission, which evidence may be a receipt for the notice of the thirty-day right

of rescission signed by the purchaser, return receipts for copies of the notice mailed certified or registered mail or such other evidence satisfactory to Escrow.

(d) Receipt of Written Assurances by Escrow. Seller shall have delivered to Escrow written certifications, and Escrow shall have the right to rely on such certifications, as follows:

(i) the Real Estate Commission has issued an effective date for the Public Report for the Project;

(ii) the Seller has made no offers or entered into any sales contracts prior to registration with the Real Estate Commission of the State of Hawaii and prior to delivery of the Public Report to the purchasers;

(iii) the Public Report includes the matters required to be stated therein; there has been no material or pertinent change since the issuance of the Public Report that has not been described in the Public Report, or if there has been a pertinent change not in the Public Report, the Seller's certification shall describe the pertinent change and confirm that Seller filed an amendment to the Public Report and shall provide Escrow with a copy of the amendment;

(iv) if the Seller entered into nonbinding preregistration agreements, no moneys from prospective purchasers were collected and no other documents were executed with the purchasers;

(v) after the issuance of the effective date for the Public Report, a true copy of the Public Report including all amendments was delivered to each prospective purchaser, together with a notice of the purchaser's cancellation right; any purchaser whose deposits are to be released from escrow has waived the right to cancel or is deemed to have waived the right to cancel;

(vi) the sales contracts delivered to Escrow under which purchaser's funds are to be released are binding for purposes of HRS §514B-92;

(vii) Seller has complied with all other requirements of HRS §§ 514B-82, 83, 85, 86, 88, 92 and 93, as applicable;

(viii) upon any cancellation as provided in HRS § 514B-90, the purchaser shall be entitled to a refund of all moneys paid, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of $250 as provided therein;

(ix) all conditions contained in this Agreement that must be met prior to the disbursement of purchasers' funds have been satisfied;

(x) if a conversion project, that the requirements of HRS § 521-38, have been satisfied.

(e) Notification. Seller agrees to inform Escrow immediately in writing of the development of any event or occurrence which renders the certification delivered by Seller pursuant to Section 5 untrue in any material respect.

(f) FHAA Certificate. Seller shall deliver a certificate from Seller's architect stating that the Project is in compliance with the Federal Fair Housing Amendments Act of 1988, if applicable.

(g) Seller's Waiver. Seller shall have given Escrow a written waiver of any option reserved by Seller in any sales contract to cancel such sales contract.

6. Disbursement of Funds for Payment of Project Costs (Prior to Closing or Prior to Completion of Project). If purchaser deposits are to be released prior to Closing or if units are conveyed or leased prior to completion of construction, then in connection with each disbursement request, Seller shall certify to Escrow in writing and to Escrow's reasonable satisfaction, and Escrow shall have the right to rely on such certification, that: (1) Seller has complied with all of the requirements of HRS § 514B-92 or § 514B-93, as applicable; (2) Seller has complied with the requirements of Sections 5(a), 5(b) 5(c), and 5(d), above; (3) the purchasers' sales contracts under which purchaser deposits being released are effective and binding; and (4) all conditions contained in this Agreement that must be met prior to the disbursement of such funds have been satisfied and no circumstances exist (at the time of the certification) that would permit a purchaser to cancel or rescind the purchaser's sales contract. Seller shall immediately notify Escrow in writing of the development of any event or occurrence which renders the certification required under this Section or the warranties and representations of Seller contained in this Agreement untrue in any material respect. Subject to the provisions of the preceding sentence, Escrow shall make one disbursement per month without charge to Seller, if requested in writing by Seller. If more than one disbursement is made per month, Escrow shall be entitled to a fee of not more than $500.00 for each additional disbursement. Disbursements shall be made, as requested in writing by Seller, to Seller, to Seller's general contractor, or to Seller's lender for costs authorized under HRS § 514B-92 or § 514B-93, including, but not limited to, the following:

(a) Project Costs. To pay for construction costs of the buildings and other improvements and other costs incurred in connection with the construction of the building and other improvements of the Project (or in the case of conversion, for repairs necessary to cure violations of county zoning and building ordinances and codes) in such amounts and at such times and in proportion to the valuation of the work completed by the contractor in accordance with the terms of the construction contract, as certified by a licensed architect or engineer and as approved by Seller's lender or a qualified, financially disinterested person who shall be designated in writing by Seller and Seller's lender, if any, and who shall certify to Escrow in writing that such person is financially disinterested (and Escrow shall have the right to rely on said certification).

(b) Fees and Other Expenses. To persons for architectural, engineering, interior design services, finance and legal fees and other incidental

expenses of the Project (but not selling or marketing expenses or brokerage fees/commissions relating to sales of any unit) to the extent approved by Seller's lender or said financially disinterested person.

(c) Furnishings and Fixtures. The costs of purchasing furnishings and fixtures for the units as approved by Seller's lender or said financially disinterested person.

The balance of monies remaining in escrow shall be disbursed in accordance with the directions of Seller and Seller's lender or said financially disinterested person only upon completion of the buildings of the Project (or in the case of conversion, upon completion of the necessary repairs) and when Escrow has received satisfactory evidence that all mechanics' and materialmen's liens have been cleared or sufficient funds have been set aside to cover claims if liens have been filed; otherwise forty-six (46) days after the filing of the affidavit of publication of notice of completion in the office of the clerk of the circuit court where the Project is located, a copy of which shall have been delivered to Escrow; provided, further that if any notice of mechanics' or materialmen's liens shall have been filed, the funds shall be disbursed only when such liens have been cleared or sufficient funds have been set aside to cover such claims.

7. Return of Purchaser's Funds. Unless otherwise provided in this Agreement, a purchaser shall be entitled to a return of such purchaser's funds and Escrow shall pay such funds to such purchaser, together with any accrued interest, if any one of the following has occurred:

(a) Seller and purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or

(b) Seller shall have notified Escrow of purchaser's exercise of a purchaser's right to cancel the sales contract pursuant to HRS §514B-86 (thirty-day right to cancel) or the federal Interstate Land Sales Full Disclosure Act; or

(c) Seller shall have notified Escrow of Seller's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Seller; or

(d) Purchaser or Seller shall have notified Escrow of purchaser's exercise of purchaser's right to cancel the sales contract pursuant to HRS §514B-89 (failure to complete construction before specified completion deadline); provided that Escrow shall first verify with Seller that Seller has not extended the completion deadline by reason of force majeure; or

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

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

(f) Refund Upon Failure to Obtain Financing by Owner-Occupant. If a prospective Owner-Occupant has not obtained adequate financing, or a commitment for adequate financing, by a date specified in the sales contract, the sales contract may be canceled by either Seller or the purchaser in accordance with the Sales Contract. Upon a written request from either Seller or purchaser, Escrow shall return purchaser's funds, without interest, and less an escrow cancellation fee commensurate with the work done by Escrow prior to such rescission, up to a maximum of $250.00.

8. Unclaimed Funds. Escrow shall give each purchaser entitled to a return of funds notice thereof by registered, certified or regular mail, postage prepaid, addressed to such purchaser at the purchaser's address shown on the sales contract or any address later made known in writing to Escrow by such purchaser. If such purchaser shall not have claimed such refund, Escrow shall escheat such unclaimed funds pursuant to HRS §523A-3. Escrow shall thereupon be released from any further duties or liability hereunder with respect to such funds and such purchaser.

9. Closing. Except for the sales contracts and any note and mortgage that is to be closed by the mortgagee thereof, Escrow shall promptly and diligently arrange for and supervise the execution and recordation of all documents related to the Project and shall promptly and diligently close the transactions and perform such services as are necessary or proper therefor. Upon receipt by Escrow of the conveyance document, the receipt for the Public Report, all other receipts required by Escrow under Section 5 of this Agreement, all necessary releases of encumbrances, the full amount of the purchase price of the unit, any mortgage or other instruments securing payment by the purchaser of all or part of the purchase price of the unit and purchaser's share of closing costs, Escrow will act with diligence and dispatch to "close" the sale of the unit by performing the following:

(a) Escrow shall cause the recording and/or filing of the following documents in the order that they are listed: (i) any applicable releases or partial releases; (ii) the unit deed; and (iii) any mortgage(s), if any; and

(b) After recordation, Escrow may cause a copy of said unit deed to be delivered to the purchaser via email or U.S. Postal regular mail, the release or partial releases to be delivered to Seller if requested in writing, the mortgage, if any, to be delivered to the purchaser's lending institution, and all sums respecting the purchase of the unit to be disbursed to Seller after deduction by Escrow of Seller's share of the closing costs.

10. Pre-Closings. Escrow agrees that upon ten (10) business days' written notice from Seller or Seller's mortgage lender, Escrow will act with due diligence and dispatch to "pre-close" sales (a) by arranging for the execution of the unit deeds and such other documents as are required to effect the transfer of title, and (b) by calling for payments then required from purchaser, all as provided for in the sales contract.

11. Partial Closings. It is understood that partial closings, i.e., closings for some but not all of the units, may be desired by Seller. If Seller desires to close any or all sales at different times, Escrow agrees to cooperate with Seller and shall vary its performance of the directions contained herein in such manner as will facilitate its performance of such partial closings.

12. Defects in Documents. Upon the closing of each sales transaction, provided that any individual mortgage in connection therewith may then be recorded, and it is legally possible to record all closing documents and none is in any way defective, Escrow shall proceed promptly and within five (5) business days (exclusive of the day of closing) record the necessary documents to effect the transfer of legal title to the purchaser. If for any reason it is determined that any document necessary to close the transaction is defective or cannot be recorded, Escrow shall promptly notify Seller of such fact and Escrow shall use reasonable efforts to obtain the necessary corrections. If, for any cause beyond Escrow's control, the necessary documents cannot be recorded within said five (5) day period after closing, Escrow shall record the same within five (5) days after learning that the reason that prevented their recording no longer exists.

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

thereupon be released from any further duties or liability hereunder with respect to such funds and such purchaser.

14. Representations and Warranties of Seller. Seller represents and warrants the following as to each sales contract held by Escrow pursuant to this Agreement, and each such representation shall continue to be true and correct through closing of each transaction evidenced by such sales contract. If any change in circumstance renders any representation incorrect at any time, Seller shall thereupon promptly notify Escrow in writing.

(a) Public Reports and Notices. Seller has provided the purchaser with copies of the Public Report and all amendments thereto existing at the point at which the sales contract was entered into for which effective dates have been issued by the Real Estate Commission and has delivered to the purchaser the required notice of purchaser's right to cancel.

(b) No Material Change in Project. There has been no Material Change in the Project that would permit the purchaser to rescind the sales contract under HRS §514B-87; or, if there is a Material Change, the purchaser has reviewed the change in an effective amendment to the Public Report and has waived or deemed to have waived purchaser's right to rescission.

(c) Suspension of Sales; Termination of Registration. No governmental entity or court has suspended sales, issued a cease and desist order, issued an order rejecting or revoking the registration, terminated the registration, or issued any injunction with respect to the Project, units or their sale.

(d) Compliance with Law. Seller has complied with the applicable requirements of Chapter 514B.

15. Protection of Escrow. In consideration of Escrow acting as escrow holder hereunder, it is agreed that Escrow is relieved from all liability for acting in accordance with the terms hereof and escrow instructions mutually agreed to, notwithstanding a notice to the contrary by Seller or any purchaser or third person; provided, however, that Escrow shall not be relieved from any liability arising out of or in connection with its own gross negligence or reckless acts or omissions. Escrow shall not be responsible for the validity or sufficiency of any sales contracts or other documents received by it and shall be entitled for all purposes to assume that the same have been signed by the persons whose signatures purport to be thereon and that any written certifications or instruments from Seller are true and accurate.

If any dispute or difference shall arise or if any conflicting demand shall be made upon Escrow, Escrow shall not be required to determine the same or take any specific action, but Escrow may await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require, or Escrow at its sole discretion may file a suit in interpleader in any court having jurisdiction in the matter, for the purpose of having the respective rights of the parties adjudicated, and may deposit with the court

any or all monies held hereunder with deductions for Escrow's attorney's fees and costs. Upon institution of such interpleader suit or other action, depositing such money with the court, and giving notice thereof to the parties thereto by personal service or in accordance with the order of the court, Escrow shall be fully released and discharged from all further obligations hereunder with respect to the monies so deposited.

Seller agrees and shall cause each purchaser to agree to pay Escrow on demand and to indemnify and hold Escrow harmless from and against all costs, damages, judgments, reasonable attorneys' fees, expenses, obligations and liabilities of every kind and nature reasonably suffered or incurred in connection with or arising out of this escrow, including, but not limited to, all costs and expenses incurred in connection with the interpretation of this Agreement or with respect to any interpleader or other proceeding, and excluding all of the foregoing that is the result of any act or omission by Escrow or its agents that is not generally accepted in the Honolulu business community as a reasonable business practice. Upon payment thereof, the prevailing party will be subrogated to Escrow's right to judgment for said costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of every kind and nature against third persons.

Seller expressly agrees that Escrow shall not be required to mail any notice or to keep any records that may be required under HRS, Chapter 514B.

16. Binding Effect. This Agreement shall be binding upon, shall apply to and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors, successors in trust, and assigns, and shall upon its acceptance by a given purchaser (which shall automatically occur upon Seller's execution of a sales contract), also be binding upon and inure to the benefit of such purchaser, his or her heirs, personal representatives, devisees, successors and permitted assigns.

17. Assignment. Escrow may not assign its rights or delegate its duties under this Agreement without the prior written consent of Seller.

18. Termination. This Agreement may be terminated by either party hereto upon fifteen (15) days written notice to the other; provided, however, that unless otherwise specified by Seller, all transactions in process hereunder at the time of such termination shall be completed under the terms of this Agreement. Upon such termination, Escrow shall make no disbursements of funds held hereunder (except with respect to transactions completed after the termination hereof, as provided in the proviso in the preceding sentence) except disbursements to another escrow depository which has entered into an escrow agreement with Seller and which complies with the requirements of HRS, Chapter 514B with respect to escrow arrangements for the deposit and disbursement of purchasers' funds. In any other event, this Agreement shall terminate upon the recording and delivery of all pertinent documents relating to the last unit to be sold in the Project and final disbursement of all funds deposited with Escrow hereunder.

19. Statutory Provisions Control. This Agreement, in all of its provisions, is to be deemed and interpreted as supplementary and subject to the provisions of HRS, Chapter 514B, and if any conflict should arise between the provisions of this Agreement and the provisions of HRS, Chapter 514B, the provisions of the latter shall control.

20. Reports and Billings by Escrow. Escrow shall furnish Seller with a semi-monthly Seller's report that will cover the status of each sales contract in escrow. Seller shall give notice in writing to Escrow of the occurrence of each event that initiates an obligation of a purchaser to make a payment to Escrow pursuant to the sales contract as well as notice of the amount and due date of such payment. Escrow shall thereupon promptly give the purchaser notice of the amount and due date of such payment.

21. Compensation of Escrow. The compensation of Escrow for performance hereunder shall be the applicable amount(s) set forth in that certain Exhibit "A", attached hereto, plus all applicable general excise taxes, for each unit in the Project sold under a sales contract, on the condition that all sales of units in the Project are closed on or before two (2) years after the Effective Date hereof. Escrow shall also arrange for the issuance of a title insurance policy (standard owner's and/or ALTA lender's policy) for the applicable amount(s) set forth in Exhibit "A" for each unit in the Project. An additional fee of $150.00 shall be charged to the purchaser for each mortgage obtained by the purchaser if the purchaser does not obtain a mortgage loan from a lender designated by Seller. Should the purchaser obtain a mortgage loan from an out-of-state lender, a fee of $250.00 shall be charged to the purchaser for each mortgage obtained. If an escrow involves a 1031 Exchange, Escrow has the right to assess additional fees commensurate with the amount of work involved.

Escrow's compensation shall become due and payable with respect to a unit in the Project upon the first to occur of the following events: (a) the transfer to the purchaser of such unit of legal title thereto; or (b) final disbursement of the funds held in escrow in connection with such unit. In the event of the cancellation of any binding sales contract that has been submitted to Escrow, a cancellation fee commensurate with the services rendered by Escrow prior to such cancellation, plus all costs incurred by Escrow, up to a maximum of $250.00, shall be charged to the purchaser, unless such cancellation occurs before the sales contract becomes legally binding, or unless otherwise provided for in this Agreement or agreed to by Seller and the purchaser. If Escrow shall for any reason without fault on its part be required to change subsequent to the commencement of preclosings or closings for the Project any closing statement or document previously approved as to form and figures by Seller, Seller agrees to pay an additional charge of $30.00 for each such statement or document that is changed.

22. Entire Agreement. This Agreement and any exhibits attached hereto and by reference forming a part hereto constitute and set forth all of the covenants, promises, agreements, conditions and understandings between the parties concerning the Project, and supersede and cancel all prior negotiations, representations, understandings and agreements, both oral and written, of the parties hereto. No

subsequent alteration, amendment, change or addition to this Agreement shall be valid, binding or enforceable unless reduced to writing and signed by the parties.

23. Modifications and Additions. Pursuant to written instructions from Seller, Purchaser and mortgagee, Escrow shall make such modifications and accept such additions to documents deposited into escrow pertaining to the Project as requested and as required by law.

24. No Party Deemed Drafter. No party shall be deemed the drafter of this Agreement. If this Agreement is ever construed in a court of law, such court shall not construe this Agreement or any provision hereof against any party as drafter.

25. Notices. Any notice or demand provided for or permitted by this Agreement may be given sufficiently for all purposes in writing, mailed as registered or certified mail, addressed to the purchaser at such purchaser's address as set forth in his or her sales contract or any other address made known to Escrow by purchaser or delivered personally within the State of Hawaii to such purchaser and shall be deemed conclusively to have been given on the date of such mailing. Notices to Escrow and Seller shall be addressed to Escrow and Seller to such addresses as set forth herein. Any notice or demand to Escrow or Seller shall be mailed as registered or certified mail. Such notice shall be deemed conclusively to have been given to Escrow or Seller on the date of such mailing.

26. Document Preparation. All legal documents required for the conveyance of units in the Project to purchasers shall be prepared by Imanaka Asato LLLC ("IA"). Escrow shall send IA any orders for the preparation of any such documents at least 48 hours in advance or at the earliest time practicable.

27. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared illegal, void, invalid, ineffective or unenforceable for any reason by any court or other authority of competent jurisdiction, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held illegal, void, invalid, ineffective or unenforceable shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. Headings and Paragraphs. The headings and sections and paragraphs herein are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provisions of this Agreement.

29. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and

delivery of this agreement duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

30. Hawaii Law; Jurisdiction; Venue. The laws of the State of Hawaii (without regard to its conflict of law provisions) shall govern this Agreement. Any judicial proceeding to interpret or enforce this Agreement shall be brought in the state or federal courts of Hawaii.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

TITLE GUARANTY ESCROW SERVICES, INC., a Hawaii corporation

By _____
Name: Theresa Widmer
Its: Assistant Vice-President

(Escrow)

888 ĀLIA LLC, a Delaware limited liability company

By: _____
Name: Alana Kobayashi Pakkala
Its: President

(Seller)

TITLE GUARANTY
HAWAII

September 19, 2022

Mr. Owen T. Iida
Imanaka Asato LLC
745 Fort Street, Suite 1700
Honolulu, HI 96813

Updated from August 31, 2022

Re: TMK: (1) 2-1-058: 014, 015, and 016
Alia at 868 Ala Moana
QUOTE LETTER AND ESCROW AGREEMENT

Dear Mr. Iida:

Please be assured that Title Guaranty Escrow Services, Inc. is prepared to provide the required escrow services and has received a quotation for title services for the Alia at 868 Ala Moana project.

Based on 483 residential units with sales prices ranging from $400,000 to $5,000,000, for complete escrow services, from inception to completion, the escrow fee per unit will be as shown below. A Standard Owner's Policy and ALTA Lender's Title Insurance Policy will be issued for a premium for each unit as shown below. The title insurance premium rate, however, may be subject to change if reinsurance rates change or if special endorsement or additional title services are requested.

Sales Price Range	*Escrow Fee*	*Title Fee*
$400,000 - $599,999	$1,000 + tax	$1,100 + tax
$600,000 - $999,999	$1,300 + tax	$1,600 + tax
$1,000,000 - $1,250,000	$1,500 + tax	$1,900 + tax
$1,250,001 - $1,500,000	$1,700 + tax	$2,200 + tax
$1,500,001 - $1,750,000	$1,900 + tax	$2,500 + tax
$1,750,001 - $2,000,000	$2,100 + tax	$2,700 + tax
$2,000,001 - $2,250,000	$2,300 + tax	$2,900 + tax
$2,250,001 - $2,500,000	$2,400 + tax	$3,300 + tax
$2,500,001 - $2,750,000	$2,600 + tax	$3,200 + tax
$2,750,001 - $3,000,000	$2,750 + tax	$3,500 + tax
$3,000,001 - $3,500,000	$2,900 + tax	$3,700 + tax
$3,500,001 - $4,000,000	$3,100 + tax	$3,900 + tax
$4,000,001 - $4,500,000	$3,250 + tax	$4,300 + tax
$4,500,001 - $5,000,000	$3,400 + tax	$4,600 + tax

At the time of closing, a separate escrow fee and title insurance fee may be charged for the purchase of a parking unit, storage locker or storage unit. If a parking unit or storage unit is purchased following the closing of a residential unit, escrow and title fees for such unit will be determined prior to closing.

If additional escrow or title work is required that does not pertain to the sales contract, we reserve the right to charge additional fees.

Title and Escrow is our business. Hawaii is our home.

This special escrow and title quote will remain in effect for six months from the date of this letter.

Please find attached two partially executed Escrow Agreements. Upon signing, please forward one fully executed original to me for my records.

Our Developer and Project Services Division is staffed with highly capable project escrow personnel that are ready to meet your requirements and the demands of your clients.

We look forward to working with you, and thank you for the opportunity to be of service.

Very truly yours,

Christopher P. Aguilera
Senior Vice President

cpa:mla

1450 Ala Moana Blvd. Suite 3860
live@alia888alamoana.com
alia888alamoana.com
808.466.1890

Exclusive Project Broker:
Heyer & Associates, LLC. RBO-17416
Courtesy to qualifying brokers;
see project broker for details

àlia
888 ALA MOANA

DISCLAIMER: Alia ("Project") is a proposed condominium project that does not yet exist, and the development concepts therefor continue to evolve and are subject to change without notice. All figures, facts, information, and prices are approximate and may change at any time. All renderings and other information depicted are illustrative only and are provided to assist the purchaser in visualizing the Project, and may not be accurately depicted, and are subject to change at any time. Visual depictions of the Project are artists' renderings and should not be relied upon in deciding to purchase a unit, and the developer makes no guarantee, representation, or warranty whatsoever that the Project and units depicted will ultimately appear as shown. The developer does not own or control the land outside of the Project and does not guarantee the current or future use thereof. To the extent permitted by law, the developer disclaims all liability that may arise out of errors or omissions in the content of this ad, including claims for actual or consequential damages.

WARNING: THE CALIFORNIA DEPARTMENT OF REAL ESTATE HAS NOT INSPECTED, EXAMINED, OR QUALIFIED THIS OFFERING.