



# **PHASE I LIONA TOWER**

**SECOND AMENDED DEVELOPER'S PUBLIC REPORT**

# IMPORTANT - - Read This Developer Prepared Report Before Buying

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

## **SECOND AMENDED DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM**

<b>CONDOMINIUM PROJECT NAME</b>	THE PARK ON KE'EAUMOKU (Phase 1 – covers 486 Residential Units and 17 Commercial Units)
<b>Project Address</b>	1515 Liona Street, Honolulu, HI 96814 (Liona Tower) 915 Keeaumoku Street, Honolulu, HI 96814 (Commercial Tower)
<b>Registration Number</b>	8647
<b>Effective Date of Report</b>	<b>March 22, 2024</b>
<b>Developer(s)</b>	Keeaumoku Development Owner, LLC

### **Preparation of this Report**

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

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

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

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

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

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

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

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

## Special Attention - - Significant Matters

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

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

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

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

**Note:** Capitalized terms not otherwise defined herein shall have the meanings given to them in the Declaration of Condominium Property Regime of The Park on Ke`eaumoku, as amended ("**Declaration**").

### Summary of Changes from First Amended Developer's Public Report Issued on May 19, 2023:

A. Declaration and Condominium Map. Developer recorded the Second Amendment to Declaration of Condominium Property Regime of The Park on Ke`eaumoku and Amended and Restated Condominium Map, dated December 22, 2023, at the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-88040646 ("**Second Amendment to Declaration**"). Notably, the Second Amendment to Declaration amends the Declaration and Condominium Map, as applicable, to:

- i. Update the layout and square footages of certain Commercial Units, Residential Units, and Limited Common Element balconies and recalculate Common Interest as a result thereof.
  1. Exhibit "A" has been updated accordingly.
- ii. Amend the parking layout, including, without limitation, changes to the designation and/or use of certain parking stalls, removal of certain parking stalls and loading stalls, renumbering of certain parking stalls, and creation of new parking stalls and parking areas.
  1. Section 1.4 on page 5 and Exhibits "A," "A-1," "D," and "E" were updated accordingly.
- iii. Designate, assign, and reassign certain storage rooms, parking areas, and parking stalls.
  1. Exhibit "A" was updated accordingly.
- iv. Reconfigure, relocate, and redesignate certain bicycle spaces.
- v. Redesignate certain ramps, drive aisles, and through areas on levels 1 through 2.5 of the Parking Structure from Commercial Limited Common Element to Common Element or Residential Limited Common Element, as applicable.
- vi. Update the layout of level 1 of the Liona Tower and the Rycroft Tower.

- vii. Redesignate the Residential Limited Common Element stairwell adjacent to Commercial Unit L-102 in the Liona Tower to a Commercial Unit Limited Common Element storage room.
- viii. Redesignate the hallway adjacent to Commercial Unit Nos. R-201 through and including R-205 as Unit Limited Common Element appurtenant to such Units.
- ix. Redesignate certain fire/booster pump rooms, telecom rooms, generator rooms, mechanical rooms, and electrical rooms to Common Element and Commercial Unit Limited Common Element, as applicable.
- x. Redesignate certain mechanical rooms located on level 1 of the Rycroft Tower and the Liona Tower as Unit Limited Common Element.
- xi. Remove certain of the barbeque areas on the Recreational Deck.
- xii. Redesignate the media room located on the Recreational Deck to a multi-purpose room.
- xiii. Update the bathroom layout located on the Recreational Deck.
- xiv. Update the Project address and Tax Map Key and correct the Developer's name.

Sections 3.1 and 3.3 on page 10 were updated accordingly.

B. Section 1.1 on page 3 was updated to reflect the updated project addresses. The address for Units located in the Liona Tower is 1515 Liona Street, Honolulu, Hawaii 96814. The address for Units located in the Rycroft Tower is 1500 Rycroft Street, Honolulu, Hawaii 96814. The address for Units located in the Commercial Tower is 915 Keeaumoku Street, Honolulu, Hawaii 96814.

C. Section 1.12 on page 5 and Exhibit "F" were updated based on the title report dated February 14, 2024, which reflects, without limitation, recordation of the Second Amendment to Declaration discussed in Paragraph A, above.

D. Exhibit "H" was updated to revise the estimated maintenance fees based on the updated Common Interest.

E. House Rules. The proposed House Rules were updated to (i) address the newly created parking areas and (ii) to exempt owners of service dogs and emotional support dogs from paying the \$50.00 special annual fee discussed in Section VI.8 of the proposed House Rules. Exhibit "K" has been updated accordingly.

### **Significant Matters Regarding the Project.**

1. **Project Information**. The Project is located in the City and County of Honolulu, State of Hawaii. It is currently expected to consist of nine hundred seventy two (972) Residential Units and thirty (30) Commercial Units for a total of one thousand two (1,002) units to be located in two (2) forty four (44) story buildings, one (1) four (4) story building with usable rooftop area, and one (1) twelve (12) story building as set forth in the Declaration and shown on the Condominium Map. At least fifteen percent (15%) of the total number of Residential Units in the Project will be initially sold as affordable units for a minimum of thirty (30) years subject to the terms and restrictions set forth in that certain Interim Planned Development-Transit and Special District Permit No. 2019/SDD-27, as the same may be amended from time to time ("**Permit**"), which Permit is further discussed in Paragraph 2 below, and subject to the affordable housing requirement under Ordinance 18-10 and the rules adopted thereunder by the City and County of Honolulu Department of Planning and Permitting ("**DPP**"), which requirement and rules are further discussed in Paragraph 3 below.

A. **Phasing.** The Project was registered in two (2) phases and may be constructed in phases.

i. **This Report; Registration of Subsequent Phases.** Phase 1 includes the four hundred eighty-six (486) Residential Units and twelve (12) Commercial Units to be located in the Liona Tower, four (4) Commercial Units to be located in the Commercial Tower, and one (1) Commercial unit to be located in the Parking Structure. This Developer's Public Report (this "**Report**") only covers Phase 1. Developer filed with the Commission a separate Developer's Public Report covering Phase 2, which phase includes the four hundred eighty-six (486) Residential Units and thirteen (13) Commercial Units to be located in the Rycroft Tower. The Commercial Units, however, are currently not for sale.

ii. **Common Expenses.** Each unit's share of the Common Expenses may be calculated from time to time based on the number of units that have then been constructed and for which Certificates of Occupancy have been issued. Each unit's share of the Common Expenses may be calculated based on a fraction, the numerator of which would be such unit's Common Interest and/or Class Common Interest, as applicable, set forth in Exhibit "A" to this Report and the denominator of which would be the aggregate of Common Interest and/or Class Common Interest, as applicable, set forth in said Exhibit "A", of all units for which a Certificate of Occupancy has been issued.

2. **Permit.** The Project has been approved as an Interim Planned Development-Transit project by the issuance of the Permit. The Permit allows for more flexible design and building standards than would normally be permitted by the underlying BMX-3 District, including, but not limited to, the following:

A. The provision of at least fifteen percent (15%) of the total number of Residential Units in the Project sold at affordable prices for a period of thirty (30) years after the first sale or conveyance, unless a lesser period is permitted by DPP;

B. The creation of a private park at the corner of Keeaumoku and Rycroft Streets that will be open to the public and programming for the park of a minimum of six (6) public events annually;

C. The provision of a community center that shall be open to the public and available for public use;

D. The provision of public outdoor dining areas and car share spaces; and

E. An agreement with Bikeshare Hawaii, or another City and County of Honolulu bicycle sharing partner, for a publicly accessible bicycle sharing station.

Upon Project completion, the Association of Unit Owners of the Project will be required to ensure continued compliance with the requirements of the Permit.

3. **Affordable Housing Units; Affordable Housing Agreement.** Pursuant to Ordinance 18-10, which has been codified as Chapter 38 of the Revised Ordinances of Honolulu ("**ROH**"), and the affordable housing rules adopted by DPP ("**AH Rules**"), the development, use, and sale of the Project are subject to the terms and provisions of The Park on Ke'eaumoku Affordable Housing Agreement, dated October 5, 2022, and recorded at the Bureau of Conveyances of the State of Hawaii as Document No. A-83200147, as may be amended ("**Affordable Housing Agreement**"). Ninety-five (95) Residential Units in the Project will be provided to satisfy the requirements of Chapter 38, ROH ("**AHR Units**"), and fifty-one (51) Residential Units in the Project will be provided to satisfy a community benefit condition of the Permit ("**ACB Units**"). The AHR Units and ACB Units (collectively, "**Affordable Housing Units**") must remain "Affordable" (as such term is defined in the Affordable Housing Agreement) for a minimum of thirty (30) years after the date of the first sale or conveyance of an Affordable Housing Unit in the subject Tower, unless a lesser period is permitted ("**Restriction Period**"). The Affordable Housing Units will be sold to persons who meet certain eligibility requirements, including residency requirements and income limits. In addition, the Affordable Housing Units are subject to certain restrictions on occupancy, use, sale, and transfer, and buyback rights of the City and County of Honolulu ("**City**") Department of Budget and Fiscal Services or a qualified nonprofit housing trust. PURCHASERS WHO WISH TO PURCHASE

AFFORDABLE HOUSING UNITS SHOULD CONSULT WITH DEVELOPER TO DETERMINE WHICH UNITS ARE BEING OFFERED AS AFFORDABLE HOUSING UNITS AND TO FURTHER DETERMINE APPLICABLE ELIGIBILITY REQUIREMENTS AND OWNERSHIP RESTRICTIONS PRIOR TO SIGNING A SALES CONTRACT FOR AN AFFORDABLE HOUSING UNIT.

Upon such time as Developer has completed its obligations under the Affordable Housing Agreement and no longer holds an interest in the Project or the Project land, Developer shall transfer complete copies of its files and records concerning the Project and the marketing and sale of the Affordable Housing Units to the Project condominium association ("**Association**"), and the Association shall keep custody of the same and any additional records related to the Project and the marketing and sale of the Affordable Housing Units for a minimum of seven (7) years after the end of the last Restriction Period for an Affordable Housing Unit. The Association shall make all records kept under its custody and control available to the City for copying and inspection, as they are kept in the ordinary course of business, upon request. The Association shall also be responsible for the affordable rental housing monitoring and reporting required by Section 6-3 of the AH Rules.

In addition to other remedies set forth in the Affordable Housing Agreement, for all breaches of said agreement, the City may rescind, revoke, or declare null and void any permits, development approvals, or authorizations for the Project. The remedies provided in the Affordable Housing Agreement may be sought by the City against Developer and its successors and assigns, which includes the owners of the Project units and the Association.

4. **Proposed Honolulu Rail Transit Project.** The Honolulu Rail Transit Project ("**Rail Project**") is a proposed 20-mile elevated rail line with twenty one (21) stations. The Project's proximity to the proposed elevated rail route is likely to cause noise, dust, vibrations, traffic congestion, and/or other inconveniences or nuisances associated with the development, construction, and operation of the Rail Project. For more information on the Rail Project, purchasers may contact the Honolulu Authority for Rapid Transit (HART) or visit [www.HonoluluTransit.org](http://www.HonoluluTransit.org).

5. **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 deed to a unit in the Project, an owner accepts the Aircraft 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 Aircraft Effects.

6. **Pending Litigation.** The lawsuit, *Hae Suk Suh v. Dong Woo Lee aka Shawn Lee, et al.* (Case 1:21-cv-00194 HG-KJM), was dismissed without prejudice and refiled in the Circuit Court of the First Circuit, State of Hawaii as *Hae Sook Suh v. Dong Woo Lee aka Shawn Lee, et al.* (Civil No. 1CCV-21-0000828). The current lawsuit names several defendants, including the former owner of the land underlying the Project ("**Former Owner**") and the original developer of the Project, Keeaumoku Development, LLC, a Delaware limited liability company ("**Original Developer**"). The plaintiff's claims, however, arise from alleged previous dealings solely with the Former Owner. The Former Owner is not involved with the Project, and Developer and Original Developer do not believe that the plaintiff's claims have any merit.

The lawsuit, *Edward Halealoha Ayau v. State of Hawaii, et al.* (Case 1CCV-23-0000248), was filed in the Circuit Court of the First Circuit, State of Hawaii against several defendants, including Original Developer. The plaintiff's complaint alleges, among other things, that Original Developer violated laws and regulations pertaining to the treatment and protection of burial sites located within the Project land. Developer and Original Developer do not believe that the plaintiff's claims have any merit.

Nevertheless, it is possible that any of the cases discussed above and/or any rulings in favor of the respective plaintiffs may adversely impact the Project, Developer, and/or Developer's financial ability to complete the Project, potentially causing delays in the development thereof. Again, Developer and

Original Developer strongly dispute the allegations and claims made by the respective plaintiffs and intend to continue to vigorously defend all actions until they are resolved.

7. **General Contractor.** As noted in Section 2.4 of this Report, Nan, Inc. is the general contractor for the Project. Nan, Inc. is an affiliate of Developer. One of the directors and owners of Nan, Inc. is the sole member of the manager of Developer.

8. **Views.** Each owner of a unit acknowledges that there are no protected views in the Project and that the units are 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, or the effect of the view or the lack thereof on the value of the unit.

The views from a unit or the 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 outside of the Project; and/or (b) the growth of trees, landscaping, and/or vegetation within or outside of the Project; and/or (c) the Rail Project described above, which may be located in the vicinity of 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 arising directly or indirectly out of or from any such change or obstruction of views by reason of such further development and/or growth.

9. **Reserved Rights of Developer.** Exhibit "G" to this Report sets forth a summary of certain reserved rights of Developer. These rights will continue even after completion of the Project and closings of the sales of units and title is transferred to owners. Prospective purchasers should note that among those rights that are reserved to Developer is the right to change the units and amenities in the Project. Generally, these changes, if made, are not "material changes" that will permit a purchaser to rescind a sales contract. 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. Further, in no event will any modification result in less than one (1) parking stall being assigned to a unit.

Purchasers should note that one such reserved right permits Developer to redesignate a portion of the Residential Limited Common Elements or Commercial Limited Common Elements, specifically including, without limitation, the Limited Common Element electric vehicle parking stalls and charging stations installed therein (if any), if all Residential Units and Commercial Units, respectively, are owned by Developer, as Limited Common Elements solely appurtenant to a Unit or Units owned by Developer.

By signing a Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney for The Park on Ke'eumoku, 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. **Dispute Resolution; Waivers.** The following provisions apply to the resolution of covered disputes arising in connection with a sales contract or the Declaration, respectively:

A. **Sales Contract (Section E.36):** The following is an excerpt from a sales contract regarding the provisions applicable to the resolution of disputes related to a sales contract.

36. **DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES.**

**NOTICE TO PURCHASER:**

The following provisions apply to the resolution of Disputes (as defined below):

a. **PURPOSE AND EXCLUSIVITY.** THE PURPOSE OF THESE DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES (THE "**PROCEDURES**") IS TO PROVIDE SELLER AND ITS MANAGERS, MEMBERS, OFFICERS, AGENTS,

EMPLOYEES, BROKERS, AND OTHER REPRESENTATIVES, AND PURCHASER OR OTHER OWNER OF AN INTEREST IN THE UNIT, AND ANY PERSONS CLAIMING THEREUNDER (COLLECTIVELY, FOR PURPOSES OF THIS SECTION, THE "**PARTIES**"), WITH A MECHANISM TO RESOLVE DISPUTES THAT ARISE IN CONNECTION WITH THIS SALES CONTRACT. THE PARTIES AGREE THAT THESE PROCEDURES SHALL BE THE METHOD EMPLOYED TO RESOLVE ALL DISPUTES.

i. DEFINITION. A "**DISPUTE**" MEANS AND INCLUDES ANY AND ALL ACTIONS, CLAIMS, OR DISPUTES BETWEEN OR AMONG THE PARTIES WITH RESPECT TO, ARISING OUT OF, OR RELATING TO THIS SALES CONTRACT, WHERE THE TOTAL AMOUNT IN CONTROVERSY (INCLUDING ALL CLAIMS AND COUNTERCLAIMS) IS GREATER THAN THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00). A DISPUTE SHALL NOT INCLUDE CONSTRUCTION DEFECTS COVERED UNDER THE CONTRACTOR REPAIR ACT.

ii. PRE-CLOSING DISPUTE. NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY AND SUBJECT TO **SECTIONS E.34 AND E.35** HEREIN, ANY DISPUTE SOLELY BETWEEN SELLER AND PURCHASER ARISING OUT OF OR INCIDENT TO THIS SALES CONTRACT MAY BE PURSUED IN A COURT OF COMPETENT JURISDICTION IN HONOLULU, HAWAII, WITHOUT THE OBLIGATION OF DISCUSSION OR MEDIATION, PROVIDED THAT SUCH CLAIM IS FILED PRIOR TO THE SCHEDULED CLOSING DATE HEREIN.

iii. DISCUSSION. ANY PERSON WITH A DISPUTE SHALL NOTIFY THE PARTY TO WHOM THE DISPUTE IS DIRECTED IN WRITING OF THE DISPUTE, WHICH WRITING SHALL DESCRIBE THE NATURE OF THE DISPUTE AND ANY PROPOSED REMEDY (THE "**DISPUTE NOTICE**"). WITHIN A REASONABLE PERIOD AFTER RECEIPT OF THE DISPUTE NOTICE, WHICH PERIOD SHALL NOT EXCEED TWENTY-ONE (21) CALENDAR DAYS, THE PARTIES TO THE DISPUTE, REPRESENTED BY INDIVIDUALS WITH DECISION MAKING AUTHORITY, SHALL MEET AT A MUTUALLY ACCEPTABLE LOCATION WITHIN OR NEAR THE PROJECT TO DISCUSS THE DISPUTE. THE PARTIES TO THE DISPUTE SHALL NEGOTIATE IN GOOD FAITH IN AN EFFORT TO RESOLVE THE DISPUTE.

iv. MEDIATION. IF THE PARTIES CANNOT RESOLVE SUCH DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN **SECTION E.36.a.iii** ABOVE WITHIN THIRTY (30) CALENDAR DAYS AFTER THE COMMENCEMENT OF DISCUSSIONS, THE MATTER SHALL BE SUBMITTED TO MEDIATION BY AND PURSUANT TO THE PROCEDURES ADOPTED BY DISPUTE PREVENTION AND RESOLUTION, INC. ("**DPR**") IN HONOLULU, HAWAII, OR ANY SUCCESSOR ENTITY THERETO, OR TO ANY OTHER ENTITY OFFERING MEDIATION SERVICES THAT IS ACCEPTABLE TO THE PARTIES.

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

(b) RECORD. THERE SHALL BE NO STENOGRAPHIC RECORD OF THE MEDIATION PROCESS.

(c) EXPENSES. THE EXPENSES OF WITNESSES SHALL BE PAID BY THE PARTY PRODUCING SUCH WITNESSES. ALL OTHER EXPENSES OF THE MEDIATION INCLUDING, BUT NOT LIMITED TO, THE FEES AND COSTS CHARGED BY THE MEDIATOR AND THE EXPENSES OF ANY WITNESSES OR THE



COST OF ANY PROOF OR EXPERT ADVICE PRODUCED AT THE DIRECT REQUEST OF THE MEDIATOR, SHALL BE BORNE EQUALLY BY THE PARTIES TO THE MEDIATION UNLESS THEY AGREE OTHERWISE. EACH PARTY TO THE MEDIATION SHALL BEAR ITS OWN ATTORNEYS' FEES AND COSTS IN CONNECTION WITH SUCH MEDIATION.

(d) NO JUDICIAL INTERVENTION. IF A PARTY INSTITUTES LITIGATION PRIOR TO OBSERVING THE PROCEDURES SET FORTH IN **SECTIONS E.36.a.iii** AND **E.36.a.iv** ("**PROHIBITED LITIGATION**"), SUCH PARTY SHALL BE RESPONSIBLE FOR ALL REASONABLE EXPENSES AND FEES (INCLUDING ATTORNEYS' FEES) INCURRED BY THE OTHER PARTY IN OBTAINING A STAY OR DISMISSAL OF THE PROHIBITED LITIGATION.

(e) CONFIDENTIALITY. ALL NEGOTIATIONS, MEDIATION PROCEEDINGS, AND ANY DISCOVERY CONDUCTED PURSUANT TO THESE PROCEDURES ARE CONFIDENTIAL. ALL PROCEEDINGS CONDUCTED PURSUANT TO THESE PROCEDURES SHALL BE TREATED FOR ALL PURPOSES AS COMPROMISE AND SETTLEMENT NEGOTIATIONS WITHIN THE MEANING OF RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND RULE 408 OF THE HAWAII RULES OF EVIDENCE.

v. FURTHER RESOLUTION. IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN **SECTIONS E.36.a.iii** AND **E.36.a.iv** ABOVE, EACH PARTY SHALL HAVE THE RIGHT TO PURSUE THE RIGHTS AND REMEDIES AVAILABLE TO SUCH PARTY AT LAW OR IN EQUITY, EXCEPT AS OTHERWISE STATED HEREIN. IF A DISPUTE PROCEEDS IN COURT, SUCH ACTION SHALL BE BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN HONOLULU, HAWAII. THE PARTIES HEREBY AGREE THAT THE COURT SHALL APPLY HAWAII SUBSTANTIVE LAW AND APPLICABLE STATUTES OF LIMITATIONS AND WILL HONOR CLAIMS OF PRIVILEGE RECOGNIZED BY LAW.

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

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

viii. STATUTES OF LIMITATION. THE APPLICABLE STATUTE OF LIMITATIONS SHALL NOT BE TOLLED BY ANYTHING CONTAINED IN THESE PROCEDURES. NOTWITHSTANDING THE PROHIBITION ON LITIGATION, A PARTY MAY COMMENCE AN ACTION SOLELY FOR THE PURPOSE OF TOLLING THE STATUTES OF LIMITATION, PROVIDED SUCH PARTY IMMEDIATELY STAYS THE ACTION TO RESOLVE THE DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN **SECTIONS E.36.a.iii** AND **E.36.a.iv** ABOVE.

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

PROCEDURES, AND THE RIGHTS, DUTIES, AND OBLIGATIONS OF THE PARTIES, SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS.

x. **THIRD-PARTY BENEFICIARY.** IT IS THE INTENT OF SELLER AND PURCHASER THAT THE CONTRACTORS, SUBCONTRACTORS, DESIGN PROFESSIONALS, ENGINEERS AND SUPPLIERS WHO PROVIDED LABOR, SERVICES, OR MATERIALS TO THE PROJECT, AND SELLER'S AGENTS AND ATTORNEYS, SHALL BE THIRD-PARTY BENEFICIARIES UNDER THIS SECTION, AND SHALL BE ENTITLED TO ENFORCE THE PROVISIONS OF THIS SECTION.

#### END OF NOTICE TO PURCHASER

B. **Declaration (Article XL):** The following is an excerpt from the Declaration regarding the provisions applicable to the resolution of disputes related to the Declaration.

A. **DISPUTES.** The purpose of this Article is to provide Owners, the Association, the Board, Managing Agent, Developer and their respective Representatives (collectively, for purposes of this Article, the "**Parties**") with a mechanism to resolve Disputes (as defined below).

1. 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 XL.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 XL.B** and **XL.C** ("**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 XL.B** and **XL.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 XL.B** and **XL.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.

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

1. **WAIVER OF CERTAIN DAMAGES.** WITH RESPECT TO ALL DISPUTES, AND SUBJECT TO ANY INDEMNIFICATION OBLIGATIONS, 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.

11. **Warranties.** Developer is developing the Project, but it is not 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.

12. **Commercial Director Consent Rights.** The Commercial Director (who is the Director elected to the Board by the Commercial Unit Class) has certain consent rights as to certain aspects of the Project. For instance, the consent of the Commercial Director is required where capital updates are contemplated for the Project, the cost of which exceeds five percent (5%) of the budget.

13. **Limitation of Purchaser's Recovery in the Event of a Developer Default.** If Developer defaults under the sales contract, 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 sales contract, then the purchaser may terminate the sales contract and receive a refund of payments made under the sales contract.

14. **Smoking Limitations.** Pursuant to the House Rules for the Project, smoking within any unit is prohibited. Additionally, except as otherwise specifically provided in the House Rules, smoking is 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; provided that, in the event that a designated smoking area is identified for the Project, smoking may be permitted within such designated smoking area. In addition, smoking is not permitted in any limited common element appurtenant to a specific unit, including, without limitation, the balcony appurtenant to any unit.

15. **2009 Agreement for Issuance of Conditional Use Permit.** The Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO), dated December 14, 2009, and filed in the Land Court as Document No. 3928296 and recorded at the Bureau as Document No. 2009-198030 ("**Agreement**") will remain as an encumbrance against title. The Agreement, which was entered into by the prior owner of the land underlying the Project, pertains to the joint development of said land. The Agreement requires, without limitation, that development of the land be in accordance with applicable zoning regulations, all parcels subject to the Agreement remain an integral part of such development, and the Agreement be filed with each application for a building permit for any structure on said land. Failure to develop and maintain the development of the land in accordance with the Agreement constitutes grounds for the City and County of Honolulu to revoke or suspend the Conditional Use Permit or any building permit issued pursuant to the Agreement and/or enforce the Agreement by appropriate action at law or suit in equity against any person claiming an interest in the property subject to the Agreement.

**SEE BOX A ON PAGE 15 AND SECTION 6 ON PAGES 19 THROUGH 19d IN THIS REPORT FOR OTHER SIGNIFICANT MATTERS AND**

**IMPORTANT DISCLOSURES THAT SHOULD BE CAREFULLY  
REVIEWED BY PURCHASER.**

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## **General Information on Condominiums**

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

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

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

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

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

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

## **Operation of the Condominium Project**

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

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

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



## **Resources For Condominium Living**

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

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

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

## 1. THE CONDOMINIUM PROJECT

### 1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple	<input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner		
Address of Project	1515 Liona Street, Honolulu, HI 96814 (Liona Tower) 915 Keeaumoku Street, Honolulu, HI 96814 (Commercial Tower)	
Address of Project is expected to change because (describe)		
Tax Map Key (TMK)	(1) 2-3-018-052; CPR Nos. 0001 through 1002*	
Tax Map Key is expected to change because		
Land Area (square feet or acres)	153,884 sq. ft. (approx.)	
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)		

\*TMK and CPR Nos. for entire Project

### 1.2 Buildings and Other Improvements

Number of Buildings	3
Floors Per Building	44 (Liona Tower), 4 (Commercial Tower), 12 (Parking Structure)
Number of New Building(s)	3
Number of Converted Building(s)	0
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Concrete, steel, and 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"						

503*	Total Number of Units
------	-----------------------

\*This Report covers 486 Residential Units and 17 Commercial 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:	1596 (including 10 car share stalls but not loading or drop off stalls)
Number of Guest Stalls in the Project:	49
Number of Parking Stalls Assigned to Each Unit:	1-2 (See Exhibit "A")
Attach Exhibit "A" & "A-1" 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 described in Exhibit "A" as Limited Common Elements appurtenant to Rycroft Residential Unit No. 801R may eventually be reassigned to other Residential Units. Developer may also redesignate a portion of the Residential Limited Common Elements or Commercial Limited Common Elements, specifically including, without limitation, the Limited Common Element electric vehicle parking stalls, if all Residential Units and Commercial Units, respectively, are owned by Developer, as Limited Common Elements sole appurtenant to a Unit or Units owned by Developer.	

#### 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

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

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

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

\*These are anticipated amenities as of the date of this Report, which are subject to change.

## 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	13* (plus 1 Escalator)*
Stairways	10*
Trash Chutes	2*

\*These apply to the entire Project.

## 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.

<input checked="" type="checkbox"/>	Pets: dogs, cats, or other typical household pets and service animals are permitted in Residential Units pursuant to the limitations in Section VI.L of the Declaration and the House Rules (see Exhibit "K")
<input checked="" type="checkbox"/>	Number of Occupants: See Declaration, Section VI.C.2 (see also Section C.2 of Exhibit "D")
<input checked="" type="checkbox"/>	Other: See Exhibit "D"; House Rules and restrictions on home-based businesses described in Exhibit "D", Section C.1. The Project and sale of affordable units therein are subject to the affordable housing rules adopted by the City and County of Honolulu pursuant to Ordinance 18-10.
<input type="checkbox"/>	There are no special use restrictions.

## 1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit "F" describes the encumbrances against title contained in the title report described below.

Date of the title report: February 14, 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
<input checked="" type="checkbox"/>	Residential	486*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BMX-3	
<input type="checkbox"/>	ADU/Ohana		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input checked="" type="checkbox"/>	Commercial	17*	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	BMX-3	
<input type="checkbox"/>	Hotel/Resort		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Preservation/Recreational		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
<input type="checkbox"/>	Other (Specify):		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Variances to zoning code have been granted.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Describe any variances that have been granted to zoning code			See discussion of Interim Planned Development-Transit and Special District Permit in Paragraph 2 on page 1d			

\*This Report covers only 486 Residential Units and 17 Commercial Units. See Paragraph 1.A.i on page 1d

### 1.14 Other Zoning Compliance Matters

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

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

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

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

<p><b>Verified Statement from a County Official</b></p>	
<p>Regarding any converted structures in the project, attached as Exhibit(s) _____ is a verified statement signed by an appropriate county official which states that either:</p>	
<p>(A)</p>	<p>The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:</p> <ul style="list-style-type: none"> <li>(i) Any variances or other permits that have been granted to achieve compliance;</li> <li>(ii) Whether the project contains any legal non-conforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and</li> <li>(iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance;</li> </ul> <p style="text-align: center;">or</p>
<p>(B)</p>	<p>Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p>
<p>Other disclosures and information:</p>	

**1.16 Project In Agricultural District**

<b>Is the project in an agricultural district as designated by the land use laws of the State of Hawaii?</b> <b>If answer is "Yes", provide information below</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Verified county statement (initial applications only):</b> <b>(An expanded assessment and county comment statement is required if project contains more than five units (§514B-52(b), HRS))</b>	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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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**

<b>Does the project contain any assisted living facility units subject to Section 321-11(10), HRS?</b> <b>If answer is "Yes", complete information below.</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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

<b>2.1 Developer(s)</b>	Name: Keeaumoku Development Owner, LLC  Business Address: 636 Laumaka Street Honolulu, Hawaii 96819  Business Phone Number: (808) 842-4929 E-mail Address: wmatubara@nanhawaii.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.**	Member: Keeaumoku Development HoldCo, LLC Member: Keeaumoku Development Mezz, LLC Member: Keeaumoku Development, LLC Member: Keeaumoku Development HoldCo Hawaii, LLC Manager: Sirinan LLC Member: Nan Chul Shin
<b>2.2 Real Estate Broker*</b>	Name: Coldwell Banker Pacific Properties LLC, Dba Coldwell Banker Realty  Business Address: 1585 Kapiolani Blvd, Suite 1010 Honolulu, Hawaii 96814  Business Phone Number: (808) 596-0456 E-mail Address: DougS@cbrealty.com
<b>2.3 Escrow Depository*</b>	Name: Title Guaranty Escrow Services, Inc.  Business Address: 235 Queen Street Honolulu, Hawaii 96813  Business Phone Number: (808) 533-5861 E-mail Address: joda@tghawaii.com
<b>2.4 General Contractor</b>	Name: Nan, Inc.  Business Address: 636 Laumaka Street Honolulu, Hawaii 96819  Business Phone Number: (808) 842-4929 E-mail Address: wmatubara@nanhawaii.com
<b>2.5 Condominium Managing Agent</b>	Name: Hawaiian Properties, Ltd.  Business Address: 1165 Bethel Street, 2 <sup>nd</sup> Floor Honolulu, Hawaii 96813  Business Phone Number: (808) 539-9777 E-mail Address: kevina@hawaiianprop.com
<b>2.6 Attorney for Developer</b>	Name: Imanaka Asato; Attn: Chanelle Fujimoto  Business Address: 745 Fort Street, 17 <sup>th</sup> Floor Honolulu, Hawaii 96813  Business Phone Number: (808) 521-9500 E-mail Address: stagami@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
Land Court / Bureau	March 18, 2021	T-11447231 / A-77950540
Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau	April 12, 2023	A-85040110
Bureau	December 22, 2023	A-88040646

#### 3.2 Bylaws of the Association of Unit Owners

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court / Bureau	March 18, 2021	T-11447232 / A-77950541
Amendments to Bylaws of the Association of Unit Owners		
Land Court or Bureau of Conveyances	Date of Document	Document Number

#### 3.3 Condominium Map

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

Land Court Map Number & Recording Date:	2500; May 5, 2021
Bureau of Conveyances Map Number & Recording Date:	6225; May 5, 2021
Dates of Recordation of Amendments to the Condominium Map: February 8, 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	<input checked="" type="checkbox"/>	See Exhibit "K"
Have Been Adopted and Date of Adoption	<input type="checkbox"/>	
Developer does not plan to adopt House Rules	<input type="checkbox"/>	

### 3.5 Changes to the Condominium Documents

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

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

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

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

## 4. CONDOMINIUM MANAGEMENT

### 4.1 Management of the Common Elements

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

### 4.2 Estimate of the Initial Maintenance Fees

<b>Estimate of the Initial Maintenance Fees:</b> The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.
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:	
<input checked="" type="checkbox"/>	Electricity for the common elements
<input checked="" type="checkbox"/>	Gas for the common elements
<input checked="" type="checkbox"/>	Water
<input checked="" type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable for the common elements
<input checked="" type="checkbox"/>	Other (specify): Internet and Telephone for the common elements

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

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

## 5. SALES DOCUMENTS

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

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit "I" contains a summary of the pertinent provisions of the sales contract, including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: December 28, 2020 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit "J" contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

### 5.2 Sales to Owner-Occupants

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

<input checked="" type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit _____.
<input checked="" type="checkbox"/>	Developer has or will designate the units for sale to Owner-Occupants by publication.

### 5.3 Blanket Liens

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

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

<u>Type of Lien</u>	<u>Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
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 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 sales contract. Upon closing, Developer shall assign to a purchaser any and all warranties given Developer by the general contractor for the Project (the "Contractor") and by any subcontractor or materialman, including the Contractor's guarantee of materials and workmanship against faulty or deficient materials installed for a period of one (1) year after "Substantial Completion" of the unit, as defined in the construction contract for the Project. Developer will make no other warranties, express or implied, with respect to the design, condition, workmanship, materials, value or use of the Project, the unit or any common elements or anything thereon or therein.

Developer will also pass on extended warranties it receives from the Contractor and its supplies, if any.

#### **Appliances:**

Developer is not the manufacturer of the furnishings and appliances that will be included with the unit and disclaims any express or implied warranty of any kind whatsoever with respect to such furnishings and appliances, including the merchantability of such furnishings and appliances or their fitness for any particular purpose. Developer will pass on any existing manufacturer's or dealer's warranties covering such furnishings and appliances to the extent that such warranties are transferable to a purchaser.

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

Status of Construction: Construction has commenced. The estimated date of completion is December 2025.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract:  Developer shall complete construction of the residential unit covered by a sales contract so as to provide normal occupancy of the unit within five (5) years from the date the sales contract becomes binding.
Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:

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

<input type="checkbox"/>	Spatial Units. The Developer hereby declares by checking the box to the left that it is offering spatial units (units without any structures) for sale and will not be using purchasers' deposits to pay for any costs for project construction or to complete the project.
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### 5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

<input type="checkbox"/>	<p>The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.</p> <p><i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i></p>
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Should the Developer be using purchasers' deposits to pay for any project construction costs or to complete the project including lease payments, real property taxes, architectural, engineering, legal fees, or financing costs, or costs to cure violations of county zoning and building ordinances and codes or other incidental project expenses, the Developer has to meet certain requirements, described below in 5.6. 2.

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

### 5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):	
<input checked="" type="checkbox"/>	For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person;
<input type="checkbox"/>	For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.

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

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

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

### 5.7 Rights Under the Sales Contract

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

1. **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:

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

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

Website to access rules: <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 but not otherwise defined 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. **Real Property Tax Assessment.** Developer shall be responsible for any real property taxes attributable to the Residential Units prior to closing. Any real property taxes paid in advance by Developer shall be prorated as a closing cost payable by purchaser pursuant to the sales contract for the purchase of a Unit.
3. **The Commercial Units; Operations of Commercial Units.** Developer may own some or all of the Commercial Units and lease them to third parties for commercial and retail activities that may be open to and accessible by the public. It is not guaranteed that the Commercial Units will continue to be used as retail space and/or be open for access by the public and/or other Owners. The Commercial Unit Owner(s) may subdivide the Commercial Units into multiple Units pursuant to its/their right to do so in the Declaration. The Commercial Unit Owner(s) may change the use of the Commercial Units at its/their discretion, subject to any limitations set forth in the Declaration.
4. **Special Cost and Alternative Allocation for Common Expenses; Other Costs.** According to HRS §514B-41, as amended, in a mixed-use project containing units for both residential and non-residential use, Common Expenses may be allocated in a fair and equitable manner. The Declaration creates the concept of "Alternative Allocations" by which certain "Special Costs" are shared amongst the Commercial Unit Class and Residential Unit Class, then shared among the individual Owners through their Class Common Interest, set forth in Exhibit "A" hereto, and Exhibit "C" to the Declaration sets forth certain costs that have already been designated as Special Costs. The Class Common Interest is not an ownership interest, but rather an interest used to calculate each Owner's share of the Class Expense (in addition to voting interests for class issues).

Pursuant to the Declaration, 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 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 amongst the Unit Classes. 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.

Purchasers should carefully review the Declaration and the estimated Budget and Initial Maintenance Fees in Exhibit "H" herein to understand the allocation of such fees and costs.

5. **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. Neither the Association, the Site Manager, the Resident Manager, nor Developer shall in any way be considered insurers or guarantors of security within the Project, and neither the Association, the Site Manager, the

Resident Manager, 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, the Site Manager, the 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 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 the Site Manager, the Resident Manager, the Association, its Board and committees, Developer, and any other successor to Developer is not an insurer, 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 the Site Manager, the Resident Manager, the 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.

6. **Nonliability for Square Footage Calculation.** There are various methods for calculating the square footage of a unit, and depending on the method of calculation, the quoted square footage of a unit is approximate and may vary by more than a nominal amount. Additionally, as a result of field construction, other permitted changes to a unit, and settling and shifting of improvements, actual square footage of a unit may also be affected. By accepting title to a 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. Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights), or square footage of any unit.
7. **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. The failure of an Owner or the Association to take steps to minimize mold growth may increase the risk of mold growth and mold spores being present 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 by the sole gross negligence or willful misconduct of Developer.
8. **Flood Zone (X); Tsunami Evacuation Zone.** The Project is located in Flood Zone X and within the extreme tsunami evacuation zone. Owners should consult with appropriate insurance professionals regarding the effect of these designations. Additionally, the Land may later be identified as located in a higher risk flood zone because of events related to, among other climate-related changes, sea level rise. By signing and accepting a Unit Deed or other conveyance of a Unit, the Owner waives, releases, and discharges any rights, claims or actions that the Owner may have, now or in the future, against Developer and its Representatives, licensees, successors, and assigns arising directly or indirectly from any such increase in flooding, including flooding resulting from sea level rise.
9. **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.

10. **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 and cigarette smoke, to the extent smoking is permitted in the Project. 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 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, including, without limitation, from restaurants and/or bars. 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. 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 in 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 deed to a Unit 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 waives and expressly releases any claim for loss or damage resulting from such transmission.
11. **Noise; Traffic.** Being located in a central shopping, 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; (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 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." By accepting a deed to a Unit, an 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 deed or other conveyance of his or her Unit, acknowledges and agrees that sound transmission in high-rise buildings such as the Towers 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 waives and expressly releases any claim for loss or damage resulting from such sound transmission.

12. **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.
13. **Use Changes.** Except as expressly set forth in the Project 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.
14. **Marketing Materials.** Any marketing materials used by Developer in the promotion and sales of the Residential Units and of the Project shall not be a representation or warranty by Developer of the Residential Unit layout, décor, coloring, furnishings, or fixtures provided with the unit, or the types of amenities provided in the Project. The marketing materials are intended to give a purchaser a general idea of the standard and quality of the Project, and are not intended to represent the precise décor, coloring, furnishing, fixtures, or amenities that will be included in the Project.
15. **Condominium Map.** Nothing in the Condominium Map is intended to be or is a representation or warranty by 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.
16. **Future Rail Route.** The Project may be in the vicinity of the proposed future rail route by 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 rail transit system ("**Rail Effects**"). By signing and accepting a deed to a unit, an 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.
17. **Archaeological and Burial Disclosures.** An Archaeological Inventory Survey ("**AIS**") was conducted for the Project and an AIS report was reviewed and accepted by the State of Hawaii Historic Preservation Division ("**SHPD**"). The AIS report identified a number of historic properties, including, but not limited to, human skeletal remains located within the Land. Additional human skeletal remains have been discovered since the acceptance of the AIS report. Developer is required, after consultation with SHPD, the Oahu Island Burial Council ("**OIBC**"), and cultural descendants, to agree to certain acceptable mitigation commitments in order to reduce the Project's potential effect on the significant historic properties, including, without limitation: archaeological monitoring (a form of archaeological data recovery) of all ground-disturbing activities for the entire Project area and on-site archaeological monitoring to identify and document any additional exposures of the known historic properties and any newly identified historic properties that may be identified during construction. In addition, an archaeological monitoring plan was reviewed and accepted by SHPD and a burial treatment plan, which incorporates input from SHPD, recognized lineal/cultural descendants, and the OIBC, was

reviewed and accepted by SHPD and OIBC. Pursuant to the burial treatment plan, a burial preserve area will be unmarked in the southwest portion of the Land within a raised landscaped planter area adjacent to Ke`eaumoku Street and within the Park. Recognized cultural descendants with relation to the Project and previously recognized cultural descendants with relation to the area in which the Project is located will have access to the burial preserve area. The Association shall be subject to and responsible for compliance with all such plans, agreements, and access rights, the expenses of which shall be a Common Expense.

By acquiring a Unit in the Project, each Owner will be deemed to have acknowledged, understood, and agreed to the foregoing disclosures and 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 existence of such conditions on the Land, including, without limitation, the existence of the burial preserve area, and changes made to the Project to address any such condition.

18. **Use of Developer-Owned Units.** Units owned by Developer are exempt from the use restrictions set forth in the Declaration and, accordingly, may be used for any lawful purpose. This may impact other units in the Project to the extent that such use is found objectionable.
19. **Presale Contingency.** Developer has no obligation to proceed with development or building of the Project, and may cancel the sales contracts, if Developer has not obtained binding sales contracts to sell at least seventy-five percent (75%) of the Residential Units in the Project on or before one hundred eighty (180) calendar days after the date of the first executed sales contract for the sale of a unit in the Project. If Developer elects to cancel sales contracts, purchasers will be entitled to a full refund of all monies paid to Developer plus any interest earned thereon. Note that this presale contingency is for the benefit of Developer only, is not for the purchasers' benefit, and may be waived in Developer's sole and absolute discretion.
20. **Location of Units Near the Recreational Deck.** Residential Units located in close proximity to the Recreational Deck, which is located on the rooftop of the Parking Structure, may be exposed to greater noise and other nuisances than the Residential Units located on other levels of the Residential Towers. 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 Residential Towers.
21. **Video Surveillance.** The Common Elements of the Project may be subject to video surveillance at all times. Covert cameras may be installed in various common areas, including, without limitation, elevators. The intended purpose for such surveillance is post-incident investigation and not deterrence.
22. **Swimming Pool – Secondary Water Supply.** To meet applicable building code requirements, the Project's swimming pool has been designated as a secondary on-site water supply for fire protection purposes. It is intended that the swimming pool be a backup water source in the event that the County's water supply system is disabled or otherwise unavailable during a fire. The swimming pool will be engineered with the proper safeguards for its use as both a swimming pool and the aforesaid secondary water source. In connection with any swimming pool maintenance activities, the Association will follow best management practices.
23. **Superstructure Permit.** Developer has obtained the superstructure permit for the Project. The superstructure permit allows Developer to construct the superstructure of the buildings. Issuance of the superstructure permit evidences that the plans for the structure of the buildings, as approved, conform to the building code. Developer will continue to pursue the remaining permits for the Project, which may include the final building permits for all necessary finishes.

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

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

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

\_\_\_\_\_  
Keeaumoku Development Owner, LLC

Printed Name of Developer

By: \_\_\_\_\_  
(see attached)  
Duly Authorized Signatory\*

\_\_\_\_\_  
March 5, 2024  
Date

\_\_\_\_\_  
Nan Chul Shin, Member of Sirinan LLC  
Printed Name & Title of Person Signing Above

County Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

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

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



**THE PARK ON KE`EAUMOKU  
(PHASE 1) REG. NO. 8647**

**SIGNATURE PAGE TO  
SECOND AMENDED DEVELOPER'S PUBLIC REPORT**

KEEAUMOKU DEVELOPMENT OWNER, LLC,  
a Delaware limited liability company


By KEEAUMOKU DEVELOPMENT HOLDCO, LLC,  
a Delaware limited liability company  
Its Member

By KEEAUMOKU DEVELOPMENT MEZZ, LLC,  
a Delaware limited liability company  
Its Member

By KEEAUMOKU DEVELOPMENT, LLC,  
a Delaware limited liability company  
Its Member

By KEEAUMOKU DEVELOPMENT  
HOLDCO HAWAII, LLC,  
a Hawaii limited liability company  
Its Member

By SIRINAN LLC,  
a Hawaii limited liability company  
Its Manager

By   
\_\_\_\_\_  
Nan Chul Shin  
Its Member

"Developer"

# EXHIBIT "A"

## UNIT NUMBERS, UNIT TYPES, NUMBER OF BEDROOMS/BATHROOMS, APPROXIMATE NET LIVING AREAS, APPROXIMATE BALCONY/PATIO AREAS, APPROXIMATE TOTAL NET AREAS, COMMON INTEREST, CLASS COMMON INTEREST, PARKING STALL(S)/PARKING AREA(S)/ STORAGE

### I. Unit Numbers, Unit Types, Number of Bedrooms/Bathrooms, Approximate Net Living Areas, Approximate Balcony/Patio Areas, Approximate Total Net Areas, Common Interest, Parking Stall(s)/Parking Area(s)/Storage

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	300	300	2BR/2BA	871	1,022	1,893	0.114577%	6-111	
LIONA	301	301	2BR/2BA	990	429	1,419	0.130231%	11-110	
LIONA	302	302	2BR/2BA	841	432	1,273	0.110630%	8-64	
LIONA	303	303	1BR/1BA	504	359	863	0.066299%	12-33	
LIONA	304	304	1BR/1BA	569	297	866	0.074850%	10-64	
LIONA	305	305	1BR/1BA	523	347	870	0.068799%	11-129	
LIONA	306	306	1BR/1BA	563	295	858	0.074060%	10-65	
LIONA	307	307	1BR/1BA	606	398	1,004	0.079717%	11-109	
LIONA	308	308	0BR/1BA	324	170	494	0.042621%	12-107	
LIONA	309	309	0BR/1BA	353	176	529	0.046436%	12-124	
LIONA	310	310	0BR/1BA	391	224	615	0.051435%	8-35	
LIONA	311	311	1BR/1BA	751	895	1,646	0.098791%	8-128	
LIONA	312	312	2BR/2BA	976	1,230	2,206	0.128389%	7-80	7-81
LIONA	400	00	2BR/2BA	871	163	1,034	0.114577%	8-24	
LIONA	401	01	2BR/2BA	990	172	1,162	0.130231%	4-62	
LIONA	402	02	2BR/2BA	842	72	914	0.110762%	8-126	
LIONA	403	03	1BR/1BA	504	67	571	0.066299%	12-31	
LIONA	404	04	1BR/1BA	569	70	639	0.074850%	12-47	
LIONA	405	05	1BR/1BA	523	67	590	0.068799%	11-80	
LIONA	406	06	1BR/1BA	563	66	629	0.074060%	12-48	
LIONA	407	07	1BR/1BA	606	92	698	0.079717%	11-22	
LIONA	408	08	0BR/1BA	324	71	395	0.042621%	12-103	
LIONA	409	09	0BR/1BA	353	63	416	0.046436%	12-125	
LIONA	410	10	0BR/1BA	391	86	477	0.051435%	11-108	
LIONA	411	11	1BR/1BA	751	164	915	0.098791%	9-89	
LIONA	412	12	2BR/2BA	976	186	1,162	0.128389%	3-66	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	500	00	2BR/2BA	871	163	1,034	0.114577%	8-52	
LIONA	501	01	2BR/2BA	990	172	1,162	0.130231%	12-65	
LIONA	502	02	2BR/2BA	842	72	914	0.110762%	8-90	
LIONA	503	03	1BR/1BA	504	67	571	0.066299%	12-30	
LIONA	504	04	1BR/1BA	569	70	639	0.074850%	12-61	
LIONA	505	05	1BR/1BA	523	67	590	0.068799%	11-16	
LIONA	506	06	1BR/1BA	563	66	629	0.074060%	12-62	
LIONA	507	07	1BR/1BA	606	92	698	0.079717%	11-49	
LIONA	508	08	0BR/1BA	324	71	395	0.042621%	12-104	
LIONA	509	09	0BR/1BA	353	63	416	0.046436%	12-126	
LIONA	510	10	0BR/1BA	391	86	477	0.051435%	11-37	
LIONA	511	11	1BR/1BA	751	164	915	0.098791%	9-87	
LIONA	512	12	2BR/2BA	976	186	1,162	0.128389%	3-63	
LIONA	600	00	2BR/2BA	871	163	1,034	0.114577%	8-32	
LIONA	601	01	2BR/2BA	990	172	1,162	0.130231%	11-53	
LIONA	602	02	2BR/2BA	842	72	914	0.110762%	8-87	
LIONA	603	03	1BR/1BA	504	67	571	0.066299%	12-29	
LIONA	604	04	1BR/1BA	569	70	639	0.074850%	12-23	
LIONA	605	05	1BR/1BA	523	67	590	0.068799%	11-17	
LIONA	606	06	1BR/1BA	563	66	629	0.074060%	12-24	
LIONA	607	07	1BR/1BA	606	92	698	0.079717%	11-36	
LIONA	608	08	0BR/1BA	324	71	395	0.042621%	12-78	
LIONA	609	09	0BR/1BA	353	63	416	0.046436%	12-127	
LIONA	610	10	0BR/1BA	391	86	477	0.051435%	11-23	
LIONA	611	11	1BR/1BA	751	164	915	0.098791%	9-130	
LIONA	612	12	2BR/2BA	976	186	1,162	0.128389%	3-57	
LIONA	700	00	2BR/2BA	871	163	1,034	0.114577%	8-55	
LIONA	701	01	2BR/2BA	990	172	1,162	0.130231%	11-59	
LIONA	702	02	2BR/2BA	842	72	914	0.110762%	8-21	
LIONA	703	03	1BR/1BA	504	67	571	0.066299%	12-54	
LIONA	704	04	1BR/1BA	569	70	639	0.074850%	12-50	
LIONA	705	05	1BR/1BA	523	67	590	0.068799%	11-18	
LIONA	706	06	1BR/1BA	563	66	629	0.074060%	12-51	
LIONA	707	07	1BR/1BA	606	92	698	0.079717%	11-84	
LIONA	708	08	0BR/1BA	324	71	395	0.042621%	12-79	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	709	09	0BR/1BA	353	63	416	0.046436%	12-128	
LIONA	710	10	0BR/1BA	391	86	477	0.051435%	11-35	
LIONA	711	11	1BR/1BA	751	164	915	0.098791%	9-131	
LIONA	712	12	2BR/2BA	976	186	1,162	0.128389%	7-38	7-39
LIONA	800	00	2BR/2BA	871	163	1,034	0.114577%	6-88	
LIONA	801	01	2BR/2BA	990	172	1,162	0.130231%	11-27	
LIONA	802	02	2BR/2BA	842	72	914	0.110762%	8-105	
LIONA	803	03	1BR/1BA	504	67	571	0.066299%	12-53	
LIONA	804	04	1BR/1BA	569	70	639	0.074850%	12-55	
LIONA	805	05	1BR/1BA	523	67	590	0.068799%	11-41	
LIONA	806	06	1BR/1BA	563	66	629	0.074060%	12-56	
LIONA	807	07	1BR/1BA	606	92	698	0.079717%	11-64	
LIONA	808	08	0BR/1BA	324	71	395	0.042621%	12-80	
LIONA	809	09	0BR/1BA	353	63	416	0.046436%	12-90	
LIONA	810	10	0BR/1BA	391	86	477	0.051435%	11-57	
LIONA	811	11	1BR/1BA	751	164	915	0.098791%	9-67	
LIONA	812	12	2BR/2BA	976	186	1,162	0.128389%	7-91	7-92
LIONA	900	00	2BR/2BA	871	163	1,034	0.114577%	5-88	
LIONA	901	01	2BR/2BA	990	172	1,162	0.130231%	11-54	
LIONA	902	02	2BR/2BA	842	72	914	0.110762%	8-81	
LIONA	903	03	1BR/1BA	504	67	571	0.066299%	12-52	
LIONA	904	04	1BR/1BA	569	70	639	0.074850%	12-58	
LIONA	905	05	1BR/1BA	523	67	590	0.068799%	11-19	
LIONA	906	06	1BR/1BA	563	66	629	0.074060%	12-59	
LIONA	907	07	1BR/1BA	606	92	698	0.079717%	11-63	
LIONA	908	08	0BR/1BA	324	71	395	0.042621%	12-105	
LIONA	909	09	0BR/1BA	353	63	416	0.046436%	12-89	
LIONA	910	10	0BR/1BA	391	86	477	0.051435%	11-24	
LIONA	911	11	1BR/1BA	751	164	915	0.098791%	9-109	
LIONA	912	12	2BR/2BA	976	186	1,162	0.128389%	7-130	7-131
LIONA	1000	00	2BR/2BA	871	163	1,034	0.114577%	5-62	
LIONA	1001	01	2BR/2BA	990	172	1,162	0.130231%	11-28	
LIONA	1002	02	2BR/2BA	842	72	914	0.110762%	8-67	
LIONA	1003	03	1BR/1BA	504	67	571	0.066299%	12-60	
LIONA	1004	04	1BR/1BA	569	70	639	0.074850%	11-91	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	1005	05	1BR/1BA	523	67	590	0.068799%	11-83	
LIONA	1006	06	1BR/1BA	563	66	629	0.074060%	11-92	
LIONA	1007	07	1BR/1BA	606	92	698	0.079717%	11-62	
LIONA	1008	08	0BR/1BA	324	71	395	0.042621%	12-129	
LIONA	1009	09	0BR/1BA	353	63	416	0.046436%	12-88	
LIONA	1010	10	0BR/1BA	391	86	477	0.051435%	11-51	
LIONA	1011	11	1BR/1BA	751	164	915	0.098791%	9-65	
LIONA	1012	12	2BR/2BA	976	186	1,162	0.128389%	7-23	7-24
LIONA	1100	00	2BR/2BA	871	163	1,034	0.114577%	11-113	
LIONA	1101	01	2BR/2BA	990	172	1,162	0.130231%	11-58	
LIONA	1102	02	2BR/2BA	842	72	914	0.110762%	8-109	
LIONA	1103	03	1BR/1BA	504	67	571	0.066299%	12-108	
LIONA	1104	04	1BR/1BA	569	70	639	0.074850%	11-89	
LIONA	1105	05	1BR/1BA	523	67	590	0.068799%	11-20	
LIONA	1106	06	1BR/1BA	563	66	629	0.074060%	11-90	
LIONA	1107	07	1BR/1BA	606	92	698	0.079717%	11-50	
LIONA	1108	08	0BR/1BA	324	71	395	0.042621%	12-15	
LIONA	1109	09	0BR/1BA	353	63	416	0.046436%	12-87	
LIONA	1110	10	0BR/1BA	391	86	477	0.051435%	11-25	
LIONA	1111	11	1BR/1BA	751	164	915	0.098791%	9-64	
LIONA	1112	12	2BR/2BA	976	186	1,162	0.128389%	7-109	7-110
LIONA	1200	00	2BR/2BA	871	163	1,034	0.114577%	11-111	
LIONA	1201	01	2BR/2BA	990	172	1,162	0.130231%	12-49	
LIONA	1202	02	2BR/2BA	842	72	914	0.110762%	8-84	
LIONA	1203	03	1BR/1BA	504	67	571	0.066299%	12-83	
LIONA	1204	04	1BR/1BA	569	70	639	0.074850%	11-86	
LIONA	1205	05	1BR/1BA	523	67	590	0.068799%	11-38	
LIONA	1206	06	1BR/1BA	563	66	629	0.074060%	11-87	
LIONA	1207	07	1BR/1BA	606	92	698	0.079717%	11-56	
LIONA	1208	08	0BR/1BA	324	71	395	0.042621%	12-16	
LIONA	1209	09	0BR/1BA	353	63	416	0.046436%	12-86	
LIONA	1210	10	0BR/1BA	391	86	477	0.051435%	11-52	
LIONA	1211	11	1BR/1BA	751	164	915	0.098791%	9-56	
LIONA	1212	12	2BR/2BA	976	186	1,162	0.128389%	7-60	7-61
LIONA	1300	00	2BR/2BA	871	163	1,034	0.114577%	10-112	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	1301	01	2BR/2BA	990	172	1,162	0.130231%	11-39	
LIONA	1302	02	2BR/2BA	842	72	914	0.110762%	8-65	
LIONA	1303	03	1BR/1BA	504	67	571	0.066299%	12-57	
LIONA	1304	04	1BR/1BA	569	70	639	0.074850%	11-130	
LIONA	1305	05	1BR/1BA	523	67	590	0.068799%	11-67	
LIONA	1306	06	1BR/1BA	563	66	629	0.074060%	11-131	
LIONA	1307	07	1BR/1BA	606	92	698	0.079717%	11-34	
LIONA	1308	08	0BR/1BA	324	71	395	0.042621%	12-64	
LIONA	1309	09	0BR/1BA	353	63	416	0.046436%	12-85	
LIONA	1310	10	0BR/1BA	391	86	477	0.051435%	8-73	
LIONA	1311	11	1BR/1BA	751	164	915	0.098791%	9-38	
LIONA	1312	12	2BR/2BA	976	186	1,162	0.128389%	6-38	6-39
LIONA	1400	00	2BR/2BA	871	163	1,034	0.114577%	9-113	
LIONA	1401	01	2BR/2BA	990	172	1,162	0.130231%	11-40	
LIONA	1402	02	2BR/2BA	842	72	914	0.110762%	8-40	
LIONA	1403	03	1BR/1BA	504	67	571	0.066299%	12-26	
LIONA	1404	04	1BR/1BA	569	70	639	0.074850%	11-81	
LIONA	1405	05	1BR/1BA	523	67	590	0.068799%	11-21	
LIONA	1406	06	1BR/1BA	563	66	629	0.074060%	11-82	
LIONA	1407	07	1BR/1BA	606	92	698	0.079717%	11-33	
LIONA	1408	08	0BR/1BA	324	71	395	0.042621%	12-63	
LIONA	1409	09	0BR/1BA	353	63	416	0.046436%	12-84	
LIONA	1410	10	0BR/1BA	391	86	477	0.051435%	11-32	
LIONA	1411	11	1BR/1BA	751	164	915	0.098791%	9-36	
LIONA	1412	12	2BR/2BA	976	186	1,162	0.128389%	6-27	6-28
LIONA	1500	00	2BR/2BA	871	163	1,034	0.114577%	8-113	
LIONA	1501	01	2BR/2BA	990	172	1,162	0.130231%	7-107	7-108
LIONA	1502	02	2BR/2BA	842	72	914	0.110762%	8-39	
LIONA	1503	03	1BR/1BA	504	67	571	0.066299%	12-28	
LIONA	1504	04	1BR/1BA	569	70	639	0.074850%	8-31	
LIONA	1505	05	1BR/1BA	523	67	590	0.068799%	11-66	
LIONA	1506	06	1BR/1BA	563	66	629	0.074060%	8-53	
LIONA	1507	07	1BR/1BA	606	92	698	0.079717%	9-35	
LIONA	1508	08	0BR/1BA	324	71	395	0.042621%	12-17	
LIONA	1509	09	0BR/1BA	353	63	416	0.046436%	12-18	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	1510	10	0BR/1BA	391	86	477	0.051435%	8-37	
LIONA	1511	11	1BR/1BA	751	164	915	0.098791%	9-85	
LIONA	1512	12	2BR/2BA	976	186	1,162	0.128389%	5-50	5-51
LIONA	1600	00	2BR/2BA	871	163	1,034	0.114577%	7-112	
LIONA	1601	01	2BR/2BA	990	172	1,162	0.130231%	7-15	7-16
LIONA	1602	02	2BR/2BA	842	72	914	0.110762%	8-66	
LIONA	1603	03	1BR/1BA	504	67	571	0.066299%	11-88	
LIONA	1604	04	1BR/1BA	569	70	639	0.074850%	11-106	
LIONA	1605	05	1BR/1BA	523	67	590	0.068799%	11-65	
LIONA	1606	06	1BR/1BA	563	66	629	0.074060%	11-107	
LIONA	1607	07	1BR/1BA	606	92	698	0.079717%	9-52	
LIONA	1608	08	0BR/1BA	324	71	395	0.042621%	12-81	
LIONA	1609	09	0BR/1BA	353	63	416	0.046436%	12-19	
LIONA	1610	10	0BR/1BA	391	86	477	0.051435%	11-61	
LIONA	1611	11	1BR/1BA	751	164	915	0.098791%	9-30	
LIONA	1612	12	2BR/2BA	976	186	1,162	0.128389%	4-27	4-28
LIONA	1700	00	2BR/2BA	871	163	1,034	0.114577%	5-113	
LIONA	1701	01	2BR/2BA	990	172	1,162	0.130231%	7-32	7-33
LIONA	1702	02	2BR/2BA	842	72	914	0.110762%	8-63	
LIONA	1703	03	1BR/1BA	504	67	571	0.066299%	11-105	
LIONA	1704	04	1BR/1BA	569	70	639	0.074850%	10-90	
LIONA	1705	05	1BR/1BA	523	67	590	0.068799%	11-48	
LIONA	1706	06	1BR/1BA	563	66	629	0.074060%	10-91	
LIONA	1707	07	1BR/1BA	606	92	698	0.079717%	9-55	
LIONA	1708	08	0BR/1BA	324	71	395	0.042621%	12-106	
LIONA	1709	09	0BR/1BA	353	63	416	0.046436%	12-20	
LIONA	1710	10	0BR/1BA	391	86	477	0.051435%	8-49	
LIONA	1711	11	1BR/1BA	751	164	915	0.098791%	8-92	
LIONA	1712	12	2BR/2BA	976	186	1,162	0.128389%	4-21	4-22
LIONA	1800	00	2BR/2BA	871	163	1,034	0.114577%	6-23	6-24
LIONA	1801	01	2BR/2BA	990	172	1,162	0.130231%	7-27	7-28
LIONA	1802	02	2BR/2BA	842	72	914	0.110762%	8-62	
LIONA	1803	03	1BR/1BA	504	67	571	0.066299%	10-88	
LIONA	1804	04	1BR/1BA	569	70	639	0.074850%	10-50	
LIONA	1805	05	1BR/1BA	523	67	590	0.068799%	10-53	

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Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	1806	06	1BR/1BA	563	66	629	0.074060%	10-89	
LIONA	1807	07	1BR/1BA	606	92	698	0.079717%	9-24	
LIONA	1808	08	0BR/1BA	324	71	395	0.042621%	12-82	
LIONA	1809	09	0BR/1BA	353	63	416	0.046436%	12-21	
LIONA	1810	10	0BR/1BA	391	86	477	0.051435%	11-55	
LIONA	1811	11	1BR/1BA	751	164	915	0.098791%	8-89	
LIONA	1812	12	2BR/2BA	976	186	1,162	0.128389%	3-129	3-130
LIONA	1900	00	2BR/2BA	871	163	1,034	0.114577%	6-30	6-31
LIONA	1901	01	2BR/2BA	990	172	1,162	0.130231%	7-40	7-41
LIONA	1902	02	2BR/2BA	842	72	914	0.110762%	8-38	
LIONA	1903	03	1BR/1BA	504	67	571	0.066299%	10-87	
LIONA	1904	04	1BR/1BA	569	70	639	0.074850%	10-51	
LIONA	1905	05	1BR/1BA	523	67	590	0.068799%	10-61	
LIONA	1906	06	1BR/1BA	563	66	629	0.074060%	10-129	
LIONA	1907	07	1BR/1BA	606	92	698	0.079717%	9-34	
LIONA	1908	08	0BR/1BA	324	71	395	0.042621%	12-39	
LIONA	1909	09	0BR/1BA	353	63	416	0.046436%	10-44	
LIONA	1910	10	0BR/1BA	391	86	477	0.051435%	8-23	
LIONA	1911	11	1BR/1BA	751	164	915	0.098791%	8-20	
LIONA	1912	12	2BR/2BA	976	186	1,162	0.128389%	3-22	3-23
LIONA	2000	00	2BR/2BA	871	163	1,034	0.114577%	6-109	6-110
LIONA	2001	01	2BR/2BA	990	172	1,162	0.130231%	7-86	7-87
LIONA	2002	02	2BR/2BA	842	72	914	0.110762%	8-56	
LIONA	2003	03	1BR/1BA	504	67	571	0.066299%	10-41	
LIONA	2004	04	1BR/1BA	569	70	639	0.074850%	10-52	
LIONA	2005	05	1BR/1BA	523	67	590	0.068799%	10-28	
LIONA	2006	06	1BR/1BA	563	66	629	0.074060%	10-83	
LIONA	2007	07	1BR/1BA	606	92	698	0.079717%	9-25	
LIONA	2008	08	0BR/1BA	324	71	395	0.042621%	12-38	
LIONA	2009	09	0BR/1BA	353	63	416	0.046436%	8-47	
LIONA	2010	10	0BR/1BA	391	86	477	0.051435%	8-25	
LIONA	2011	11	1BR/1BA	751	164	915	0.098791%	8-130	
LIONA	2012	12	2BR/2BA	976	186	1,162	0.128389%	6-89	6-90
LIONA	2100	00	2BR/2BA	871	163	1,034	0.114577%	6-60	6-61
LIONA	2101	01	2BR/2BA	990	172	1,162	0.130231%	7-63	7-64



Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	2102	02	2BR/2BA	842	72	914	0.110762%	8-57	
LIONA	2103	03	1BR/1BA	504	67	571	0.066299%	10-130	
LIONA	2104	04	1BR/1BA	569	70	639	0.074850%	10-63	
LIONA	2105	05	1BR/1BA	523	67	590	0.068799%	10-54	
LIONA	2106	06	1BR/1BA	563	66	629	0.074060%	10-39	
LIONA	2107	07	1BR/1BA	606	92	698	0.079717%	9-33	
LIONA	2108	08	0BR/1BA	324	71	395	0.042621%	12-37	
LIONA	2109	09	0BR/1BA	353	63	416	0.046436%	10-92	
LIONA	2110	10	0BR/1BA	391	86	477	0.051435%	11-85	
LIONA	2111	11	1BR/1BA	751	164	915	0.098791%	8-80	
LIONA	2112	12	2BR/2BA	976	186	1,162	0.128389%	6-86	6-87
LIONA	2200	00	2BR/2BA	871	163	1,034	0.114577%	5-91	5-92
LIONA	2201	01	2BR/2BA	990	172	1,162	0.130231%	7-36	7-37
LIONA	2202	02	2BR/2BA	842	72	914	0.110762%	8-36	
LIONA	2203	03	1BR/1BA	504	67	571	0.066299%	10-67	
LIONA	2204	04	1BR/1BA	569	70	639	0.074850%	10-35	
LIONA	2205	05	1BR/1BA	523	67	590	0.068799%	10-55	
LIONA	2206	06	1BR/1BA	563	66	629	0.074060%	10-37	
LIONA	2207	07	1BR/1BA	606	92	698	0.079717%	9-32	
LIONA	2208	08	0BR/1BA	324	71	395	0.042621%	12-36	
LIONA	2209	09	0BR/1BA	353	63	416	0.046436%	12-32	
LIONA	2210	10	0BR/1BA	391	86	477	0.051435%	11-60	
LIONA	2211	11	1BR/1BA	751	164	915	0.098791%	8-107	
LIONA	2212	12	2BR/2BA	976	186	1,162	0.128389%	6-106	6-107
LIONA	2300	00	2BR/2BA	871	163	1,034	0.114577%	5-89	5-90
LIONA	2301	01	2BR/2BA	990	172	1,162	0.130231%	7-30	7-31
LIONA	2302	02	2BR/2BA	842	72	914	0.110762%	8-50	
LIONA	2303	03	1BR/1BA	504	67	571	0.066299%	10-86	
LIONA	2304	04	1BR/1BA	569	70	639	0.074850%	10-25	
LIONA	2305	05	1BR/1BA	523	67	590	0.068799%	10-58	
LIONA	2306	06	1BR/1BA	563	66	629	0.074060%	10-109	
LIONA	2307	07	1BR/1BA	606	92	698	0.079717%	9-26	
LIONA	2308	08	0BR/1BA	324	71	395	0.042621%	12-35	
LIONA	2309	09	0BR/1BA	353	63	416	0.046436%	8-26	
LIONA	2310	10	0BR/1BA	391	86	477	0.051435%	8-22	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	2311	11	1BR/1BA	751	164	915	0.098791%	8-83	
LIONA	2312	12	2BR/2BA	976	186	1,162	0.128389%	6-46	6-47
LIONA	2400	00	2BR/2BA	871	163	1,034	0.114577%	5-86	5-87
LIONA	2401	01	2BR/2BA	990	172	1,162	0.130231%	7-66	7-67
LIONA	2402	02	2BR/2BA	842	72	914	0.110762%	8-34	
LIONA	2403	03	1BR/1BA	504	67	571	0.066299%	10-131	
LIONA	2404	04	1BR/1BA	569	70	639	0.074850%	10-32	
LIONA	2405	05	1BR/1BA	523	67	590	0.068799%	10-85	
LIONA	2406	06	1BR/1BA	563	66	629	0.074060%	10-22	
LIONA	2407	07	1BR/1BA	606	92	698	0.079717%	9-31	
LIONA	2408	08	0BR/1BA	324	71	395	0.042621%	12-34	
LIONA	2409	09	0BR/1BA	353	63	416	0.046436%	12-25	
LIONA	2410	10	0BR/1BA	391	86	477	0.051435%	11-30	
LIONA	2411	11	1BR/1BA	751	164	915	0.098791%	8-110	
LIONA	2412	12	2BR/2BA	976	186	1,162	0.128389%	6-36	6-37
LIONA	2500	00	2BR/2BA	871	163	1,034	0.114577%	5-23	5-24
LIONA	2501	01	2BR/2BA	990	172	1,162	0.130231%	7-54	7-55
LIONA	2502	02	2BR/2BA	842	72	914	0.110762%	8-29	11-P5
LIONA	2503	03	1BR/1BA	504	67	571	0.066299%	10-108	
LIONA	2505	05	1BR/1BA	523	67	590	0.068799%	10-60	
LIONA	2507	07	1BR/1BA	606	92	698	0.079717%	9-53	
LIONA	2514	14	2BR/2BA	848	70	918	0.111551%	8-33	11-P4
LIONA	2516	16	2BR/2BA	872	72	944	0.114708%	7-50	7-51
LIONA	2518	18	3BR/2BA	1,147	186	1,333	0.150883%	3-92	3-93
LIONA	2519	19	2BR/2BA	1,074	164	1,238	0.141280%	4-86	4-87
LIONA	2600	00	2BR/2BA	871	163	1,034	0.114577%	5-130	5-131
LIONA	2601	01	2BR/2BA	990	172	1,162	0.130231%	7-58	7-59
LIONA	2602	02	2BR/2BA	842	72	914	0.110762%	8-27	
LIONA	2603	03	1BR/1BA	504	67	571	0.066299%	10-40	
LIONA	2605	05	1BR/1BA	523	67	590	0.068799%	10-59	
LIONA	2607	07	1BR/1BA	606	92	698	0.079717%	9-54	
LIONA	2614	14	2BR/2BA	848	70	918	0.111551%	8-54	
LIONA	2616	16	2BR/2BA	872	72	944	0.114708%	7-48	7-49
LIONA	2618	18	3BR/2BA	1,147	186	1,333	0.150883%	3-90	3-91
LIONA	2619	19	2BR/2BA	1,074	164	1,238	0.141280%	4-40	4-41

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	2700	00	2BR/2BA	871	163	1,034	0.114577%	5-106	5-107
LIONA	2701	01	2BR/2BA	990	172	1,162	0.130231%	6-32	6-33
LIONA	2702	02	2BR/2BA	842	72	914	0.110762%	8-28	11-P3
LIONA	2703	03	1BR/1BA	504	67	571	0.066299%	10-20	
LIONA	2705	05	1BR/1BA	523	67	590	0.068799%	10-30	
LIONA	2707	07	1BR/1BA	606	92	698	0.079717%	9-27	
LIONA	2714	14	2BR/2BA	848	70	918	0.111551%	8-61	11-31
LIONA	2716	16	2BR/2BA	872	72	944	0.114708%	7-34	7-35
LIONA	2718	18	3BR/2BA	1,147	186	1,333	0.150883%	3-41	3-42
LIONA	2719	19	2BR/2BA	1,074	164	1,238	0.141280%	4-23	4-24
LIONA	2800	00	2BR/2BA	871	163	1,034	0.114577%	5-81	5-82
LIONA	2801	01	2BR/2BA	990	172	1,162	0.130231%	5-56	5-57
LIONA	2802	02	2BR/2BA	842	72	914	0.110762%	8-58	9-29
LIONA	2803	03	1BR/1BA	504	67	571	0.066299%	10-38	
LIONA	2805	05	1BR/1BA	523	67	590	0.068799%	9-92	
LIONA	2807	07	1BR/1BA	606	92	698	0.079717%	9-28	
LIONA	2814	14	2BR/2BA	848	70	918	0.111551%	8-85	
LIONA	2816	16	2BR/2BA	872	72	944	0.114708%	7-52	7-53
LIONA	2818	18	3BR/2BA	1,147	186	1,333	0.150883%	3-131	3-132
LIONA	2819	19	2BR/2BA	1,074	164	1,238	0.141280%	4-130	4-131
LIONA	2900	00	2BR/2BA	871	163	1,034	0.114577%	5-48	5-49
LIONA	2901	01	2BR/2BA	990	172	1,162	0.130231%	5-38	5-39
LIONA	2902	02	2BR/2BA	842	72	914	0.110762%	8-30	3-28
LIONA	2903	03	1BR/1BA	504	67	571	0.066299%	10-21	
LIONA	2905	05	1BR/1BA	523	67	590	0.068799%	9-91	
LIONA	2907	07	1BR/1BA	606	92	698	0.079717%	9-61	
LIONA	2914	14	2BR/2BA	848	70	918	0.111551%	8-60	10-29
LIONA	2916	16	2BR/2BA	872	72	944	0.114708%	7-84	7-85
LIONA	2918	18	3BR/2BA	1,147	186	1,333	0.150883%	3-107	3-108
LIONA	2919	19	2BR/2BA	1,074	164	1,238	0.141280%	4-106	4-107
LIONA	3000	00	2BR/2BA	871	163	1,034	0.114577%	5-25	5-26
LIONA	3001	01	2BR/2BA	990	172	1,162	0.130231%	4-56	4-57
LIONA	3002	02	2BR/2BA	842	72	914	0.110762%	8-59	
LIONA	3003	03	1BR/1BA	504	67	571	0.066299%	10-66	
LIONA	3005	05	1BR/1BA	523	67	590	0.068799%	9-90	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	3007	07	1BR/1BA	606	92	698	0.079717%	9-58	
LIONA	3014	14	2BR/2BA	848	70	918	0.111551%	7-88	
LIONA	3016	16	2BR/2BA	872	72	944	0.114708%	6-56	6-57
LIONA	3018	18	3BR/2BA	1,147	186	1,333	0.150883%	3-82	3-83
LIONA	3019	19	2BR/2BA	1,074	164	1,238	0.141280%	4-81	4-82
LIONA	3100	00	2BR/2BA	871	163	1,034	0.114577%	5-63	5-64
LIONA	3101	01	2BR/2BA	990	172	1,162	0.130231%	4-38	4-39
LIONA	3102	02	2BR/2BA	842	72	914	0.110762%	7-65	7-29
LIONA	3103	03	1BR/1BA	504	67	571	0.066299%	10-84	
LIONA	3105	05	1BR/1BA	523	67	590	0.068799%	9-88	
LIONA	3107	07	1BR/1BA	606	92	698	0.079717%	9-110	
LIONA	3114	14	2BR/2BA	848	70	918	0.111551%	7-62	6-29
LIONA	3116	16	2BR/2BA	872	72	944	0.114708%	5-27	5-28
LIONA	3118	18	3BR/2BA	1,147	186	1,333	0.150883%	3-49	3-50
LIONA	3119	19	2BR/2BA	1,074	164	1,238	0.141280%	4-48	4-49
LIONA	3200	00	2BR/2BA	871	163	1,034	0.114577%	5-36	5-37
LIONA	3201	01	2BR/2BA	990	172	1,162	0.130231%	3-51	3-52
LIONA	3202	02	2BR/2BA	842	72	914	0.110762%	6-65	
LIONA	3203	03	1BR/1BA	504	67	571	0.066299%	10-49	
LIONA	3205	05	1BR/1BA	523	67	590	0.068799%	9-129	
LIONA	3207	07	1BR/1BA	606	92	698	0.079717%	9-60	
LIONA	3214	14	2BR/2BA	848	70	918	0.111551%	6-62	
LIONA	3216	16	2BR/2BA	872	72	944	0.114708%	5-21	5-22
LIONA	3218	18	3BR/2BA	1,147	186	1,333	0.150883%	3-24	3-25
LIONA	3219	19	2BR/2BA	1,074	164	1,238	0.141280%	4-25	4-26
LIONA	3300	00	2BR/2BA	871	163	1,034	0.114577%	5-34	5-35
LIONA	3301	01	2BR/2BA	990	172	1,162	0.130231%	3-33	3-34
LIONA	3302	02	2BR/2BA	842	72	914	0.110762%	5-65	5-29
LIONA	3303	03	1BR/1BA	504	67	571	0.066299%	10-23	
LIONA	3305	05	1BR/1BA	523	67	590	0.068799%	9-108	
LIONA	3307	07	1BR/1BA	606	92	698	0.079717%	9-59	
LIONA	3314	14	2BR/2BA	848	70	918	0.111551%	4-88	4-29
LIONA	3316	16	2BR/2BA	872	72	944	0.114708%	5-32	5-33
LIONA	3318	18	3BR/2BA	1,147	186	1,333	0.150883%	3-87	3-88
LIONA	3319	19	2BR/2BA	1,074	164	1,238	0.141280%	4-63	4-64

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	3400	00	2BR/2BA	871	163	1,034	0.114577%	5-30	5-31
LIONA	3401	01	2BR/2BA	990	172	1,162	0.130231%	6-127	6-128
LIONA	3402	02	2BR/2BA	842	72	914	0.110762%	4-65	
LIONA	3403	03	1BR/1BA	504	67	571	0.066299%	10-24	
LIONA	3405	05	1BR/1BA	523	67	590	0.068799%	9-86	
LIONA	3407	07	1BR/1BA	606	92	698	0.079717%	8-127	
LIONA	3414	14	2BR/2BA	848	70	918	0.111551%	3-89	
LIONA	3416	16	2BR/2BA	872	72	944	0.114708%	4-50	4-51
LIONA	3418	18	3BR/2BA	1,147	186	1,333	0.150883%	3-64	3-65
LIONA	3419	19	2BR/2BA	1,074	164	1,238	0.141280%	4-36	4-37
LIONA	3500	00	2BR/2BA	871	163	1,034	0.114577%	5-52	5-53
LIONA	3501	01	2BR/2BA	990	172	1,162	0.130231%	6-17	6-18
LIONA	3502	02	2BR/2BA	842	72	914	0.110762%	12-110	
LIONA	3503	03	1BR/1BA	504	67	571	0.066299%	10-36	
LIONA	3505	05	1BR/1BA	523	67	590	0.068799%	9-41	
LIONA	3507	07	1BR/1BA	606	92	698	0.079717%	8-91	
LIONA	3514	14	2BR/2BA	848	70	918	0.111551%	10-111	
LIONA	3516	16	2BR/2BA	872	72	944	0.114708%	4-32	4-33
LIONA	3518	18	3BR/2BA	1,147	186	1,333	0.150883%	3-37	3-38
LIONA	3519	19	2BR/2BA	1,074	164	1,238	0.141280%	4-34	4-35
LIONA	3600	00	2BR/2BA	871	163	1,034	0.114577%	5-66	5-67
LIONA	3601	01	2BR/2BA	990	172	1,162	0.130231%	6-81	6-82
LIONA	3602	02	2BR/2BA	842	72	914	0.110762%	12-109	
LIONA	3603	03	1BR/1BA	504	67	571	0.066299%	10-62	
LIONA	3605	05	1BR/1BA	523	67	590	0.068799%	9-40	
LIONA	3607	07	1BR/1BA	606	92	698	0.079717%	8-88	
LIONA	3614	14	2BR/2BA	848	70	918	0.111551%	9-111	
LIONA	3616	16	2BR/2BA	872	72	944	0.114708%	3-39	3-40
LIONA	3618	18	3BR/2BA	1,147	186	1,333	0.150883%	3-26	3-27
LIONA	3619	19	2BR/2BA	1,074	164	1,238	0.141280%	4-30	4-31
LIONA	3700	00	2BR/2BA	871	163	1,034	0.114577%	5-109	5-110
LIONA	3701	01	2BR/2BA	990	172	1,162	0.130231%	6-48	6-49
LIONA	3702	02	2BR/2BA	842	72	914	0.110762%	11-112	
LIONA	3703	03	1BR/1BA	504	67	571	0.066299%	10-34	
LIONA	3705	05	1BR/1BA	523	67	590	0.068799%	9-39	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	3707	07	1BR/1BA	606	92	698	0.079717%	8-86	
LIONA	3714	14	2BR/2BA	848	70	918	0.111551%	7-113	
LIONA	3716	16	2BR/2BA	872	72	944	0.114708%	6-91	6-92
LIONA	3718	18	3BR/2BA	1,147	186	1,333	0.150883%	3-35	3-36
LIONA	3719	19	2BR/2BA	1,074	164	1,238	0.141280%	4-52	4-53
LIONA	3800	00	2BR/2BA	871	163	1,034	0.114577%	5-54	5-55
LIONA	3801	01	2BR/2BA	990	172	1,162	0.130231%	6-34	6-35
LIONA	3802	02	2BR/2BA	842	72	914	0.110762%	10-113	
LIONA	3803	03	1BR/1BA	504	67	571	0.066299%	10-33	
LIONA	3805	05	1BR/1BA	523	67	590	0.068799%	9-83	
LIONA	3807	07	1BR/1BA	606	92	698	0.079717%	8-129	
LIONA	3814	14	2BR/2BA	848	70	918	0.111551%	6-112	
LIONA	3816	16	2BR/2BA	872	72	944	0.114708%	6-40	6-41
LIONA	3818	18	3BR/2BA	1,147	186	1,333	0.150883%	3-31	3-31A
LIONA	3819	19	2BR/2BA	1,074	164	1,238	0.141280%	4-66	4-67
LIONA	3900	00	2BR/2BA	871	163	1,034	0.114577%	5-84	5-85
LIONA	3901	01	2BR/2BA	990	172	1,162	0.130231%	6-52	6-53
LIONA	3902	02	2BR/2BA	842	72	914	0.110762%	9-112	
LIONA	3903	03	1BR/1BA	504	67	571	0.066299%	10-31	
LIONA	3905	05	1BR/1BA	523	67	590	0.068799%	9-84	
LIONA	3907	07	1BR/1BA	606	92	698	0.079717%	8-131	
LIONA	3914	14	2BR/2BA	848	70	918	0.111551%	4-112	
LIONA	3916	16	2BR/2BA	872	72	944	0.114708%	6-130	6-131
LIONA	3918	18	3BR/2BA	1,147	186	1,333	0.150883%	3-53	3-54
LIONA	3919	19	2BR/2BA	1,074	164	1,238	0.141280%	4-109	4-110
LIONA	4000	00	2BR/2BA	871	163	1,034	0.114577%	5-60	5-61
LIONA	4001	01	2BR/2BA	990	172	1,162	0.130231%	6-54	6-55
LIONA	4002	02	2BR/2BA	842	72	914	0.110762%	8-112	
LIONA	4003	03	1BR/1BA	504	67	571	0.066299%	10-56	
LIONA	4005	05	1BR/1BA	523	67	590	0.068799%	9-63	
LIONA	4007	07	1BR/1BA	606	92	698	0.079717%	8-106	
LIONA	4014	14	2BR/2BA	848	70	918	0.111551%	3-114	
LIONA	4016	16	2BR/2BA	872	72	944	0.114708%	6-19	6-20
LIONA	4018	18	3BR/2BA	1,147	186	1,333	0.150883%	3-67	3-68
LIONA	4019	19	2BR/2BA	1,074	164	1,238	0.141280%	4-54	4-55

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	4100	00	2BR/2BA	871	163	1,034	0.114577%	5-58	5-59
LIONA	4101	01	2BR/2BA	990	172	1,162	0.130231%	6-58	6-59
LIONA	4102	02	2BR/2BA	842	72	914	0.110762%	6-113	
LIONA	4103	03	1BR/1BA	504	67	571	0.066299%	10-57	
LIONA	4105	05	1BR/1BA	523	67	590	0.068799%	9-62	
LIONA	4107	07	1BR/1BA	606	92	698	0.079717%	8-82	
LIONA	4114	14	2BR/2BA	848	70	918	0.111551%	7-21	7-22
LIONA	4116	16	2BR/2BA	872	72	944	0.114708%	6-63	6-64
LIONA	4118	18	3BR/2BA	1,147	186	1,333	0.150883%	3-110	3-111
LIONA	4119	19	2BR/2BA	1,074	164	1,238	0.141280%	4-84	4-85
LIONA	4200	00	2BR/2BA	871	163	1,034	0.114577%	4-127	4-128
LIONA	4201	01	2BR/2BA	990	172	1,162	0.130231%	5-127	5-128
LIONA	4202	02	2BR/2BA	842	72	914	0.110762%	3-29	3-30
LIONA	4203	03	1BR/1BA	504	67	571	0.066299%	10-110	
LIONA	4205	05	1BR/1BA	523	67	590	0.068799%	9-57	
LIONA	4207	07	1BR/1BA	606	92	698	0.079717%	8-41	
LIONA	4214	14	2BR/2BA	848	70	918	0.111551%	7-89	7-90
LIONA	4216	16	2BR/2BA	872	72	944	0.114708%	6-25	6-26
LIONA	4218	18	3BR/2BA	1,147	186	1,333	0.150883%	3-55	3-56
LIONA	4219	19	2BR/2BA	1,074	164	1,238	0.141280%	4-60	4-61
LIONA	4300	00	2BR/2BA	871	163	1,034	0.114577%	4-91	4-92
LIONA	4301	01	2BR/2BA	990	172	1,162	0.130231%	5-19	5-20
LIONA	4302	02	2BR/2BA	842	72	914	0.110762%	3-112	
LIONA	4303	03	1BR/1BA	504	67	571	0.066299%	10-26	
LIONA	4305	05	1BR/1BA	523	67	590	0.068799%	9-37	
LIONA	4307	07	1BR/1BA	606	92	698	0.079717%	8-108	
LIONA	4314	14	2BR/2BA	848	70	918	0.111551%	7-105	7-106
LIONA	4316	16	2BR/2BA	872	72	944	0.114708%	6-66	6-67
LIONA	4318	18	3BR/2BA	1,147	186	1,333	0.150883%	3-85	3-86
LIONA	4319	19	2BR/2BA	1,074	164	1,238	0.141280%	4-58	4-59
LIONA	4400	00	2BR/2BA	871	163	1,034	0.114577%	4-89	4-90
LIONA	4401	01	2BR/2BA	990	172	1,162	0.130231%	5-40	5-41
LIONA	4402	02	2BR/2BA	842	72	914	0.110762%	7-44	7-45
LIONA	4403	03	1BR/1BA	504	67	571	0.066299%	10-27	
LIONA	4405	05	1BR/1BA	523	67	590	0.068799%	9-66	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
LIONA	4407	07	1BR/1BA	606	92	698	0.079717%	3-58	
LIONA	4414	14	2BR/2BA	848	70	918	0.111551%	7-25	7-26
LIONA	4416	16	2BR/2BA	872	72	944	0.114708%	6-84	6-85
LIONA	4418	18	3BR/2BA	1,147	186	1,333	0.150883%	3-61	3-62
LIONA	4419	19	2BR/2BA	1,074	164	1,238	0.141280%	3-59	3-60
RYCROFT	300R	300R	2BR/2BA	871	541	1,412	0.114577%	8-08	8-08A
RYCROFT	301R	301R	2BR/2BA	990	394	1,384	0.130231%	12-111	
RYCROFT	302R	302R	2BR/2BA	842	511	1,353	0.110762%	9-08	3-07
RYCROFT	303R	303R	1BR/1BA	504	335	839	0.066299%	10-76	
RYCROFT	304R	304R	1BR/1BA	569	351	920	0.074850%	10-48	
RYCROFT	305R	305R	1BR/1BA	523	288	811	0.068799%	10-70	
RYCROFT	306R	306R	1BR/1BA	563	349	912	0.074060%	10-121	
RYCROFT	307R	307R	1BR/1BA	618	314	932	0.081295%	9-73	
RYCROFT	308R	308R	0BR/1BA	324	203	527	0.042621%	12-116	
RYCROFT	309R	309R	0BR/1BA	353	143	496	0.046436%	12-05	
RYCROFT	310R	310R	0BR/1BA	391	265	656	0.051435%	11-09	
RYCROFT	311R	311R	1BR/1BA	751	397	1,148	0.098791%	9-06	
RYCROFT	312R	312R	2BR/2BA	976	575	1,551	0.128389%	4-79	4-80
RYCROFT	400R	00-MID	2BR/2BA	871	75	946	0.114577%	12-46	
RYCROFT	401R	01-MID	2BR/2BA	990	86	1,076	0.130231%	9-50	
RYCROFT	402R	02R	2BR/2BA	842	72	914	0.110762%	8-18	
RYCROFT	403R	03R	1BR/1BA	504	67	571	0.066299%	11-120	
RYCROFT	404R	04R	1BR/1BA	569	70	639	0.074850%	12-41	
RYCROFT	405R	05R	1BR/1BA	523	67	590	0.068799%	11-117	
RYCROFT	406R	06R	1BR/1BA	563	66	629	0.074060%	12-40	
RYCROFT	407R	07R	1BR/1BA	618	92	710	0.081295%	10-02	
RYCROFT	408R	08R	0BR/1BA	324	70	394	0.042621%	12-123	
RYCROFT	409R	09R	0BR/1BA	353	63	416	0.046436%	12-101	
RYCROFT	410R	10R	0BR/1BA	391	86	477	0.051435%	12-75	
RYCROFT	411R	11R	1BR/1BA	751	164	915	0.098791%	9-77	
RYCROFT	412R	12R	2BR/2BA	976	186	1,162	0.128389%	5-122	5-129
RYCROFT	500R	00-MID	2BR/2BA	871	75	946	0.114577%	11-26	
RYCROFT	501R	01-MID	2BR/2BA	990	86	1,076	0.130231%	4-129	
RYCROFT	502R	02R	2BR/2BA	842	72	914	0.110762%	8-120	
RYCROFT	503R	03R	1BR/1BA	504	67	571	0.066299%	11-119	



Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	504R	04R	1BR/1BA	569	70	639	0.074850%	12-92	
RYCROFT	505R	05R	1BR/1BA	523	67	590	0.068799%	11-96	
RYCROFT	506R	06R	1BR/1BA	563	66	629	0.074060%	12-91	
RYCROFT	507R	07R	1BR/1BA	618	92	710	0.081295%	9-127	
RYCROFT	508R	08R	0BR/1BA	324	70	394	0.042621%	12-121	
RYCROFT	509R	09R	0BR/1BA	353	63	416	0.046436%	12-76	
RYCROFT	510R	10R	0BR/1BA	391	86	477	0.051435%	12-74	
RYCROFT	511R	11R	1BR/1BA	751	164	915	0.098791%	9-76	
RYCROFT	512R	12R	2BR/2BA	976	186	1,162	0.128389%	5-76	5-101
RYCROFT	600R	00-MID	2BR/2BA	871	75	946	0.114577%	8-118	
RYCROFT	601R	01-MID	2BR/2BA	990	86	1,076	0.130231%	4-122	
RYCROFT	602R	02R	2BR/2BA	842	72	914	0.110762%	4-113	
RYCROFT	603R	03R	1BR/1BA	504	67	571	0.066299%	11-99	
RYCROFT	604R	04R	1BR/1BA	569	70	639	0.074850%	12-67	
RYCROFT	605R	05R	1BR/1BA	523	67	590	0.068799%	11-13	
RYCROFT	606R	06R	1BR/1BA	563	66	629	0.074060%	12-66	
RYCROFT	607R	07R	1BR/1BA	618	92	710	0.081295%	9-107	
RYCROFT	608R	08R	0BR/1BA	324	70	394	0.042621%	12-77	
RYCROFT	609R	09R	0BR/1BA	353	63	416	0.046436%	12-100	
RYCROFT	610R	10R	0BR/1BA	391	86	477	0.051435%	12-98	
RYCROFT	611R	11R	1BR/1BA	751	164	915	0.098791%	9-75	
RYCROFT	612R	12R	2BR/2BA	976	186	1,162	0.128389%	4-108	4-76
RYCROFT	700R	00-MID	2BR/2BA	871	75	946	0.114577%	8-97	
RYCROFT	701R	01-MID	2BR/2BA	990	86	1,076	0.130231%	4-101	
RYCROFT	702R	02R	2BR/2BA	842	72	914	0.110762%	8-99	12-P12
RYCROFT	703R	03R	1BR/1BA	504	67	571	0.066299%	11-47	
RYCROFT	704R	04R	1BR/1BA	569	70	639	0.074850%	12-02	
RYCROFT	705R	05R	1BR/1BA	523	67	590	0.068799%	11-44	
RYCROFT	706R	06R	1BR/1BA	563	66	629	0.074060%	12-01	
RYCROFT	707R	07R	1BR/1BA	618	92	710	0.081295%	9-106	
RYCROFT	708R	08R	0BR/1BA	324	70	394	0.042621%	12-102	
RYCROFT	709R	09R	0BR/1BA	353	63	416	0.046436%	12-14	
RYCROFT	710R	10R	0BR/1BA	391	86	477	0.051435%	12-97	
RYCROFT	711R	11R	1BR/1BA	751	164	915	0.098791%	9-74	
RYCROFT	712R	12R	2BR/2BA	976	186	1,162	0.128389%	7-70	7-71

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	800R	00-MID	2BR/2BA	871	75	946	0.114577%	8-16	
RYCROFT	801R	01-MID	2BR/2BA	990	86	1,076	0.130231%	9-51	*see below
RYCROFT	802R	02R	2BR/2BA	842	72	914	0.110762%	8-74	12-P11
RYCROFT	803R	03R	1BR/1BA	504	67	571	0.066299%	11-98	
RYCROFT	804R	04R	1BR/1BA	569	70	639	0.074850%	11-127	
RYCROFT	805R	05R	1BR/1BA	523	67	590	0.068799%	11-95	
RYCROFT	806R	06R	1BR/1BA	563	66	629	0.074060%	11-126	
RYCROFT	807R	07R	1BR/1BA	618	92	710	0.081295%	9-105	
RYCROFT	808R	08R	0BR/1BA	324	70	394	0.042621%	12-120	
RYCROFT	809R	09R	0BR/1BA	353	63	416	0.046436%	12-13	
RYCROFT	810R	10R	0BR/1BA	391	86	477	0.051435%	11-115	
RYCROFT	811R	11R	1BR/1BA	751	164	915	0.098791%	9-117	
RYCROFT	812R	12R	2BR/2BA	976	186	1,162	0.128389%	7-124	7-125
RYCROFT	900R	00-MID	2BR/2BA	871	75	946	0.114577%	8-45	
RYCROFT	901R	01-MID	2BR/2BA	990	86	1,076	0.130231%	3-109	
RYCROFT	902R	02R	2BR/2BA	842	72	914	0.110762%	8-119	12-P8
RYCROFT	903R	03R	1BR/1BA	504	67	571	0.066299%	11-73	
RYCROFT	904R	04R	1BR/1BA	569	70	639	0.074850%	11-77	
RYCROFT	905R	05R	1BR/1BA	523	67	590	0.068799%	11-70	
RYCROFT	906R	06R	1BR/1BA	563	66	629	0.074060%	11-76	
RYCROFT	907R	07R	1BR/1BA	618	92	710	0.081295%	9-125	
RYCROFT	908R	08R	0BR/1BA	324	70	394	0.042621%	12-99	
RYCROFT	909R	09R	0BR/1BA	353	63	416	0.046436%	12-12	
RYCROFT	910R	10R	0BR/1BA	391	86	477	0.051435%	11-43	
RYCROFT	911R	11R	1BR/1BA	751	164	915	0.098791%	9-45	
RYCROFT	912R	12R	2BR/2BA	976	186	1,162	0.128389%	7-99	7-100
RYCROFT	1000R	00-MID	2BR/2BA	871	75	946	0.114577%	8-71	
RYCROFT	1001R	01-MID	2BR/2BA	990	86	1,076	0.130231%	3-84	
RYCROFT	1002R	02R	2BR/2BA	842	72	914	0.110762%	8-98	12-P10
RYCROFT	1003R	03R	1BR/1BA	504	67	571	0.066299%	11-118	
RYCROFT	1004R	04R	1BR/1BA	569	70	639	0.074850%	11-124	
RYCROFT	1005R	05R	1BR/1BA	523	67	590	0.068799%	11-12	
RYCROFT	1006R	06R	1BR/1BA	563	66	629	0.074060%	11-123	
RYCROFT	1007R	07R	1BR/1BA	618	92	710	0.081295%	9-79	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	1008R	08R	0BR/1BA	324	70	394	0.042621%	12-119	
RYCROFT	1009R	09R	0BR/1BA	353	63	416	0.046436%	12-11	
RYCROFT	1010R	10R	0BR/1BA	391	86	477	0.051435%	11-94	
RYCROFT	1011R	11R	1BR/1BA	751	164	915	0.098791%	9-96	
RYCROFT	1012R	12R	2BR/2BA	976	186	1,162	0.128389%	7-97	7-98
RYCROFT	1100R	00-MID	2BR/2BA	871	75	946	0.114577%	8-14	
RYCROFT	1101R	01-MID	2BR/2BA	990	86	1,076	0.130231%	3-102	
RYCROFT	1102R	02R	2BR/2BA	842	72	914	0.110762%	8-17	12-P5
RYCROFT	1103R	03R	1BR/1BA	504	67	571	0.066299%	11-72	
RYCROFT	1104R	04R	1BR/1BA	569	70	639	0.074850%	11-79	
RYCROFT	1105R	05R	1BR/1BA	523	67	590	0.068799%	11-11	
RYCROFT	1106R	06R	1BR/1BA	563	66	629	0.074060%	11-78	
RYCROFT	1107R	07R	1BR/1BA	618	92	710	0.081295%	9-103	
RYCROFT	1108R	08R	0BR/1BA	324	70	394	0.042621%	12-73	
RYCROFT	1109R	09R	0BR/1BA	353	63	416	0.046436%	12-10	
RYCROFT	1110R	10R	0BR/1BA	391	86	477	0.051435%	11-69	
RYCROFT	1111R	11R	1BR/1BA	751	164	915	0.098791%	9-71	
RYCROFT	1112R	12R	2BR/2BA	976	186	1,162	0.128389%	7-P1	7-04
RYCROFT	1200R	00-MID	2BR/2BA	871	75	946	0.114577%	11-08	11-P2
RYCROFT	1201R	01-MID	2BR/2BA	990	86	1,076	0.130231%	3-77	
RYCROFT	1202R	02R	2BR/2BA	842	72	914	0.110762%	8-46	12-P1
RYCROFT	1203R	03R	1BR/1BA	504	67	571	0.066299%	11-15	
RYCROFT	1204R	04R	1BR/1BA	569	70	639	0.074850%	11-103	
RYCROFT	1205R	05R	1BR/1BA	523	67	590	0.068799%	11-10	
RYCROFT	1206R	06R	1BR/1BA	563	66	629	0.074060%	11-102	
RYCROFT	1207R	07R	1BR/1BA	618	92	710	0.081295%	9-78	
RYCROFT	1208R	08R	0BR/1BA	324	70	394	0.042621%	12-118	
RYCROFT	1209R	09R	0BR/1BA	353	63	416	0.046436%	12-09	
RYCROFT	1210R	10R	0BR/1BA	391	86	477	0.051435%	11-114	
RYCROFT	1211R	11R	1BR/1BA	751	164	915	0.098791%	9-116	
RYCROFT	1212R	12R	2BR/2BA	976	186	1,162	0.128389%	6-21	6-22
RYCROFT	1300R	00-MID	2BR/2BA	871	75	946	0.114577%	8-95	12-P6
RYCROFT	1301R	01-MID	2BR/2BA	990	86	1,076	0.130231%	3-72	
RYCROFT	1302R	02R	2BR/2BA	842	72	914	0.110762%	8-72	11-P8
RYCROFT	1303R	03R	1BR/1BA	504	67	571	0.066299%	11-14	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	1304R	04R	1BR/1BA	569	70	639	0.074850%	11-122	
RYCROFT	1305R	05R	1BR/1BA	523	67	590	0.068799%	11-P6	
RYCROFT	1306R	06R	1BR/1BA	563	66	629	0.074060%	11-121	
RYCROFT	1307R	07R	1BR/1BA	618	92	710	0.081295%	9-102	
RYCROFT	1308R	08R	0BR/1BA	324	70	394	0.042621%	12-72	
RYCROFT	1309R	09R	0BR/1BA	353	63	416	0.046436%	12-114	
RYCROFT	1310R	10R	0BR/1BA	391	86	477	0.051435%	11-42	
RYCROFT	1311R	11R	1BR/1BA	751	164	915	0.098791%	9-44	
RYCROFT	1312R	12R	2BR/2BA	976	186	1,162	0.128389%	6-116	6-117
RYCROFT	1400R	00-MID	2BR/2BA	871	75	946	0.114577%	8-44	11-P7
RYCROFT	1401R	01-MID	2BR/2BA	990	86	1,076	0.130231%	4-04	4-P1
RYCROFT	1402R	02R	2BR/2BA	842	72	914	0.110762%	9-22	9-23
RYCROFT	1403R	03R	1BR/1BA	504	67	571	0.066299%	11-45	
RYCROFT	1404R	04R	1BR/1BA	569	70	639	0.074850%	11-101	
RYCROFT	1405R	05R	1BR/1BA	523	67	590	0.068799%	11-06	
RYCROFT	1406R	06R	1BR/1BA	563	66	629	0.074060%	11-100	
RYCROFT	1407R	07R	1BR/1BA	618	92	710	0.081295%	9-101	
RYCROFT	1408R	08R	0BR/1BA	324	70	394	0.042621%	12-117	
RYCROFT	1409R	09R	0BR/1BA	353	63	416	0.046436%	12-42	
RYCROFT	1410R	10R	0BR/1BA	391	86	477	0.051435%	11-93	
RYCROFT	1411R	11R	1BR/1BA	751	164	915	0.098791%	9-95	
RYCROFT	1412R	12R	2BR/2BA	976	186	1,162	0.128389%	5-44	5-45
RYCROFT	1500R	00-MID	2BR/2BA	871	75	946	0.114577%	10-P1	10-P2
RYCROFT	1501R	01-MID	2BR/2BA	990	86	1,076	0.130231%	7-09	7-10
RYCROFT	1502R	02R	2BR/2BA	842	72	914	0.110762%	8-96	8-48
RYCROFT	1503R	03R	1BR/1BA	504	67	571	0.066299%	11-71	
RYCROFT	1504R	04R	1BR/1BA	569	70	639	0.074850%	11-75	
RYCROFT	1505R	05R	1BR/1BA	523	67	590	0.068799%	11-04	
RYCROFT	1506R	06R	1BR/1BA	563	66	629	0.074060%	11-74	
RYCROFT	1507R	07R	1BR/1BA	618	92	710	0.081295%	9-100	
RYCROFT	1508R	08R	0BR/1BA	324	70	394	0.042621%	12-45	
RYCROFT	1509R	09R	0BR/1BA	353	63	416	0.046436%	12-93	
RYCROFT	1510R	10R	0BR/1BA	391	86	477	0.051435%	11-68	
RYCROFT	1511R	11R	1BR/1BA	751	164	915	0.098791%	9-12	
RYCROFT	1512R	12R	2BR/2BA	976	186	1,162	0.128389%	5-79	5-80

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	1600R	00R	2BR/2BA	871	163	1,034	0.114577%	8-42	8-43
RYCROFT	1601R	01R	2BR/2BA	990	172	1,162	0.130231%	7-01	7-02
RYCROFT	1602R	02R	2BR/2BA	842	72	914	0.110762%	8-15	8-68
RYCROFT	1603R	03R	1BR/1BA	504	67	571	0.066299%	11-116	
RYCROFT	1604R	04R	1BR/1BA	569	70	639	0.074850%	11-46	
RYCROFT	1605R	05R	1BR/1BA	523	67	590	0.068799%	11-05	
RYCROFT	1606R	06R	1BR/1BA	563	66	629	0.074060%	11-97	
RYCROFT	1607R	07R	1BR/1BA	618	92	710	0.081295%	9-99	
RYCROFT	1608R	08R	0BR/1BA	324	70	394	0.042621%	12-96	
RYCROFT	1609R	09R	0BR/1BA	353	63	416	0.046436%	12-68	
RYCROFT	1610R	10R	0BR/1BA	391	86	477	0.051435%	11-03	
RYCROFT	1611R	11R	1BR/1BA	751	164	915	0.098791%	9-11	
RYCROFT	1612R	12R	2BR/2BA	976	186	1,162	0.128389%	4-44	4-45
RYCROFT	1700R	00R	2BR/2BA	871	163	1,034	0.114577%	7-83	12-P3
RYCROFT	1701R	01R	2BR/2BA	990	172	1,162	0.130231%	6-15	6-16
RYCROFT	1702R	02R	2BR/2BA	842	72	914	0.110762%	8-13	8-04
RYCROFT	1703R	03R	1BR/1BA	504	67	571	0.066299%	12-22	
RYCROFT	1704R	04R	1BR/1BA	569	70	639	0.074850%	10-45	
RYCROFT	1705R	05R	1BR/1BA	523	67	590	0.068799%	10-16	
RYCROFT	1706R	06R	1BR/1BA	563	66	629	0.074060%	10-75	
RYCROFT	1707R	07R	1BR/1BA	618	92	710	0.081295%	9-98	
RYCROFT	1708R	08R	0BR/1BA	324	70	394	0.042621%	12-71	
RYCROFT	1709R	09R	0BR/1BA	353	63	416	0.046436%	12-122	
RYCROFT	1710R	10R	0BR/1BA	391	86	477	0.051435%	11-02	
RYCROFT	1711R	11R	1BR/1BA	751	164	915	0.098791%	9-21	
RYCROFT	1712R	12R	2BR/2BA	976	186	1,162	0.128389%	4-15	4-16
RYCROFT	1800R	00R	2BR/2BA	871	163	1,034	0.114577%	9-15	9-16
RYCROFT	1801R	01R	2BR/2BA	990	172	1,162	0.130231%	5-116	5-117
RYCROFT	1802R	02R	2BR/2BA	842	72	914	0.110762%	8-116	8-117
RYCROFT	1803R	03R	1BR/1BA	504	67	571	0.066299%	10-81	
RYCROFT	1804R	04R	1BR/1BA	569	70	639	0.074850%	10-14	
RYCROFT	1805R	05R	1BR/1BA	523	67	590	0.068799%	10-46	
RYCROFT	1806R	06R	1BR/1BA	563	66	629	0.074060%	10-99	
RYCROFT	1807R	07R	1BR/1BA	618	92	710	0.081295%	9-72	
RYCROFT	1808R	08R	0BR/1BA	324	70	394	0.042621%	12-44	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	1809R	09R	0BR/1BA	353	63	416	0.046436%	12-06	
RYCROFT	1810R	10R	0BR/1BA	391	86	477	0.051435%	11-01	
RYCROFT	1811R	11R	1BR/1BA	751	164	915	0.098791%	9-05	
RYCROFT	1812R	12R	2BR/2BA	976	186	1,162	0.128389%	3-96	3-97
RYCROFT	1900R	00R	2BR/2BA	871	163	1,034	0.114577%	7-82	7-03
RYCROFT	1901R	01R	2BR/2BA	990	172	1,162	0.130231%	6-68	6-69
RYCROFT	1902R	02R	2BR/2BA	842	72	914	0.110762%	8-51	11-P1
RYCROFT	1903R	03R	1BR/1BA	504	67	571	0.066299%	10-125	
RYCROFT	1904R	04R	1BR/1BA	569	70	639	0.074850%	10-116	
RYCROFT	1905R	05R	1BR/1BA	523	67	590	0.068799%	10-11	
RYCROFT	1906R	06R	1BR/1BA	563	66	629	0.074060%	10-119	
RYCROFT	1907R	07R	1BR/1BA	618	92	710	0.081295%	9-70	
RYCROFT	1908R	08R	0BR/1BA	324	70	394	0.042621%	12-95	
RYCROFT	1909R	09R	0BR/1BA	353	63	416	0.046436%	12-113	
RYCROFT	1910R	10R	0BR/1BA	391	86	477	0.051435%	10-128	
RYCROFT	1911R	11R	1BR/1BA	751	164	915	0.098791%	8-123	
RYCROFT	1912R	12R	2BR/2BA	976	186	1,162	0.128389%	3-80	3-81
RYCROFT	2000R	00R	2BR/2BA	871	163	1,034	0.114577%	6-83	12-P7
RYCROFT	2001R	01R	2BR/2BA	990	172	1,162	0.130231%	5-123	5-124
RYCROFT	2002R	02R	2BR/2BA	842	72	914	0.110762%	10-08	10-P4
RYCROFT	2003R	03R	1BR/1BA	504	67	571	0.066299%	10-105	
RYCROFT	2004R	04R	1BR/1BA	569	70	639	0.074850%	10-95	
RYCROFT	2005R	05R	1BR/1BA	523	67	590	0.068799%	10-10	
RYCROFT	2006R	06R	1BR/1BA	563	66	629	0.074060%	10-98	
RYCROFT	2007R	07R	1BR/1BA	618	92	710	0.081295%	9-115	
RYCROFT	2008R	08R	0BR/1BA	324	70	394	0.042621%	12-70	
RYCROFT	2009R	09R	0BR/1BA	353	63	416	0.046436%	12-112	
RYCROFT	2010R	10R	0BR/1BA	391	86	477	0.051435%	10-127	
RYCROFT	2011R	11R	1BR/1BA	751	164	915	0.098791%	8-78	
RYCROFT	2012R	12R	2BR/2BA	976	186	1,162	0.128389%	6-102	6-103
RYCROFT	2100R	00R	2BR/2BA	871	163	1,034	0.114577%	6-122	9-P1
RYCROFT	2101R	01R	2BR/2BA	990	172	1,162	0.130231%	5-120	5-121
RYCROFT	2102R	02R	2BR/2BA	842	72	914	0.110762%	9-19	9-20
RYCROFT	2103R	03R	1BR/1BA	504	67	571	0.066299%	10-80	
RYCROFT	2104R	04R	1BR/1BA	569	70	639	0.074850%	10-12	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	2105R	05R	1BR/1BA	523	67	590	0.068799%	10-06	
RYCROFT	2106R	06R	1BR/1BA	563	66	629	0.074060%	10-17	
RYCROFT	2107R	07R	1BR/1BA	618	92	710	0.081295%	9-43	
RYCROFT	2108R	08R	0BR/1BA	324	70	394	0.042621%	12-115	
RYCROFT	2109R	09R	0BR/1BA	353	63	416	0.046436%	12-P4	
RYCROFT	2110R	10R	0BR/1BA	391	86	477	0.051435%	10-126	
RYCROFT	2111R	11R	1BR/1BA	751	164	915	0.098791%	8-122	
RYCROFT	2112R	12R	2BR/2BA	976	186	1,162	0.128389%	6-99	6-100
RYCROFT	2200R	00R	2BR/2BA	871	163	1,034	0.114577%	6-76	5-108
RYCROFT	2201R	01R	2BR/2BA	990	172	1,162	0.130231%	5-102	5-103
RYCROFT	2202R	02R	2BR/2BA	842	72	914	0.110762%	8-69	8-70
RYCROFT	2203R	03R	1BR/1BA	504	67	571	0.066299%	10-124	
RYCROFT	2204R	04R	1BR/1BA	569	70	639	0.074850%	10-P3	
RYCROFT	2205R	05R	1BR/1BA	523	67	590	0.068799%	10-05	
RYCROFT	2206R	06R	1BR/1BA	563	66	629	0.074060%	10-97	
RYCROFT	2207R	07R	1BR/1BA	618	92	710	0.081295%	9-10	
RYCROFT	2208R	08R	0BR/1BA	324	70	394	0.042621%	12-43	
RYCROFT	2209R	09R	0BR/1BA	353	63	416	0.046436%	11-128	
RYCROFT	2210R	10R	0BR/1BA	391	86	477	0.051435%	10-82	
RYCROFT	2211R	11R	1BR/1BA	751	164	915	0.098791%	8-76	
RYCROFT	2212R	12R	2BR/2BA	976	186	1,162	0.128389%	6-97	6-98
RYCROFT	2300R	00R	2BR/2BA	871	163	1,034	0.114577%	8-111	
RYCROFT	2301R	01R	2BR/2BA	990	172	1,162	0.130231%	5-77	5-78
RYCROFT	2302R	02R	2BR/2BA	842	72	914	0.110762%	9-48	
RYCROFT	2303R	03R	1BR/1BA	504	67	571	0.066299%	10-104	
RYCROFT	2304R	04R	1BR/1BA	569	70	639	0.074850%	10-43	
RYCROFT	2305R	05R	1BR/1BA	523	67	590	0.068799%	10-115	
RYCROFT	2306R	06R	1BR/1BA	563	66	629	0.074060%	10-15	
RYCROFT	2307R	07R	1BR/1BA	618	92	710	0.081295%	9-94	9-49
RYCROFT	2308R	08R	0BR/1BA	324	70	394	0.042621%	12-94	
RYCROFT	2309R	09R	0BR/1BA	353	63	416	0.046436%	11-125	
RYCROFT	2310R	10R	0BR/1BA	391	86	477	0.051435%	10-107	
RYCROFT	2311R	11R	1BR/1BA	751	164	915	0.098791%	8-121	
RYCROFT	2312R	12R	2BR/2BA	976	186	1,162	0.128389%	6-11	6-12
RYCROFT	2400R	00R	2BR/2BA	871	163	1,034	0.114577%	7-111	

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	2401R	01R	2BR/2BA	990	172	1,162	0.130231%	5-99	5-100
RYCROFT	2402R	02R	2BR/2BA	842	72	914	0.110762%	9-17	9-18
RYCROFT	2403R	03R	1BR/1BA	504	67	571	0.066299%	10-79	
RYCROFT	2404R	04R	1BR/1BA	569	70	639	0.074850%	10-114	
RYCROFT	2405R	05R	1BR/1BA	523	67	590	0.068799%	10-94	
RYCROFT	2406R	06R	1BR/1BA	563	66	629	0.074060%	10-96	
RYCROFT	2407R	07R	1BR/1BA	618	92	710	0.081295%	9-69	
RYCROFT	2408R	08R	0BR/1BA	324	70	394	0.042621%	12-69	
RYCROFT	2409R	09R	0BR/1BA	353	63	416	0.046436%	11-104	
RYCROFT	2410R	10R	0BR/1BA	391	86	477	0.051435%	10-106	
RYCROFT	2411R	11R	1BR/1BA	751	164	915	0.098791%	8-75	
RYCROFT	2412R	12R	2BR/2BA	976	186	1,162	0.128389%	6-114	6-115
RYCROFT	2500R	00R	2BR/2BA	871	163	1,034	0.114577%	5-111	
RYCROFT	2501R	01R	2BR/2BA	990	172	1,162	0.130231%	5-74	5-75
RYCROFT	2502R	02R	2BR/2BA	842	72	914	0.110762%	8-05	8-06
RYCROFT	2503R	03R	1BR/1BA	504	67	571	0.066299%	10-123	
RYCROFT	2505R	05R	1BR/1BA	523	67	590	0.068799%	10-69	
RYCROFT	2507R	07R	1BR/1BA	618	92	710	0.081295%	9-04	
RYCROFT	2514R	14R	2BR/2BA	848	70	918	0.111551%	8-114	8-115
RYCROFT	2516R	16R	2BR/2BA	872	72	944	0.114708%	7-126	7-127
RYCROFT	2518R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-127	3-128
RYCROFT	2519R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-102	4-103
RYCROFT	2600R	00R	2BR/2BA	871	163	1,034	0.114577%	3-113	
RYCROFT	2601R	01R	2BR/2BA	990	172	1,162	0.130231%	5-118	5-119
RYCROFT	2602R	02R	2BR/2BA	842	72	914	0.110762%	9-46	9-47
RYCROFT	2603R	03R	1BR/1BA	504	67	571	0.066299%	10-103	
RYCROFT	2605R	05R	1BR/1BA	523	67	590	0.068799%	10-42	
RYCROFT	2607R	07R	1BR/1BA	618	92	710	0.081295%	9-114	
RYCROFT	2614R	14R	2BR/2BA	848	70	918	0.111551%	7-57	7-56
RYCROFT	2616R	16R	2BR/2BA	872	72	944	0.114708%	7-120	7-121
RYCROFT	2618R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-125	3-126
RYCROFT	2619R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-77	4-78
RYCROFT	2700R	00R	2BR/2BA	871	163	1,034	0.114577%	7-95	7-96
RYCROFT	2701R	01R	2BR/2BA	990	172	1,162	0.130231%	5-17	5-18
RYCROFT	2702R	02R	2BR/2BA	842	72	914	0.110762%	8-09	8-10



Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	2703R	03R	1BR/1BA	504	67	571	0.066299%	10-78	
RYCROFT	2705R	05R	1BR/1BA	523	67	590	0.068799%	10-09	
RYCROFT	2707R	07R	1BR/1BA	618	92	710	0.081295%	9-42	
RYCROFT	2714R	14R	2BR/2BA	848	70	918	0.111551%	9-13	9-14
RYCROFT	2716R	16R	2BR/2BA	872	72	944	0.114708%	7-46	7-47
RYCROFT	2718R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-121	3-122
RYCROFT	2719R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-120	4-121
RYCROFT	2800R	00R	2BR/2BA	871	163	1,034	0.114577%	7-101	7-102
RYCROFT	2801R	01R	2BR/2BA	990	172	1,162	0.130231%	5-46	5-47
RYCROFT	2802R	02R	2BR/2BA	842	72	914	0.110762%	8-01	8-02
RYCROFT	2803R	03R	1BR/1BA	504	67	571	0.066299%	10-102	
RYCROFT	2805R	05R	1BR/1BA	523	67	590	0.068799%	10-93	
RYCROFT	2807R	07R	1BR/1BA	618	92	710	0.081295%	9-93	
RYCROFT	2814R	14R	2BR/2BA	848	70	918	0.111551%	6-129	6-101
RYCROFT	2816R	16R	2BR/2BA	872	72	944	0.114708%	7-05	7-06
RYCROFT	2818R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-20	3-21
RYCROFT	2819R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-99	4-100
RYCROFT	2900R	00R	2BR/2BA	871	163	1,034	0.114577%	7-103	7-104
RYCROFT	2901R	01R	2BR/2BA	990	172	1,162	0.130231%	5-97	5-98
RYCROFT	2902R	02R	2BR/2BA	842	72	914	0.110762%	8-93	8-94
RYCROFT	2903R	03R	1BR/1BA	504	67	571	0.066299%	10-122	
RYCROFT	2905R	05R	1BR/1BA	523	67	590	0.068799%	10-68	
RYCROFT	2907R	07R	1BR/1BA	618	92	710	0.081295%	9-68	
RYCROFT	2914R	14R	2BR/2BA	848	70	918	0.111551%	8-11	8-12
RYCROFT	2916R	16R	2BR/2BA	872	72	944	0.114708%	7-68	7-69
RYCROFT	2918R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-103	3-104
RYCROFT	2919R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-118	4-119
RYCROFT	3000R	00R	2BR/2BA	871	163	1,034	0.114577%	7-17	7-18
RYCROFT	3001R	01R	2BR/2BA	990	172	1,162	0.130231%	5-72	5-73
RYCROFT	3002R	02R	2BR/2BA	842	72	914	0.110762%	7-129	7-128
RYCROFT	3003R	03R	1BR/1BA	504	67	571	0.066299%	10-77	
RYCROFT	3005R	05R	1BR/1BA	523	67	590	0.068799%	10-01	
RYCROFT	3007R	07R	1BR/1BA	618	92	710	0.081295%	9-09	
RYCROFT	3014R	14R	2BR/2BA	848	70	918	0.111551%	8-03	8-P1
RYCROFT	3016R	16R	2BR/2BA	872	72	944	0.114708%	6-50	6-51

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Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	3018R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-78	3-79
RYCROFT	3019R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-74	4-75
RYCROFT	3100R	00R	2BR/2BA	871	163	1,034	0.114577%	7-13	7-14
RYCROFT	3101R	01R	2BR/2BA	990	172	1,162	0.130231%	5-13	5-14
RYCROFT	3102R	02R	2BR/2BA	842	72	914	0.110762%	7-08	7-P2
RYCROFT	3103R	03R	1BR/1BA	504	67	571	0.066299%	10-101	
RYCROFT	3105R	05R	1BR/1BA	523	67	590	0.068799%	9-128	
RYCROFT	3107R	07R	1BR/1BA	618	92	710	0.081295%	9-03	
RYCROFT	3114R	14R	2BR/2BA	848	70	918	0.111551%	5-08	5-P2
RYCROFT	3116R	16R	2BR/2BA	872	72	944	0.114708%	5-125	5-126
RYCROFT	3118R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-119	3-120
RYCROFT	3119R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-17	4-18
RYCROFT	3200R	00R	2BR/2BA	871	163	1,034	0.114577%	7-42	7-43
RYCROFT	3201R	01R	2BR/2BA	990	172	1,162	0.130231%	5-11	5-12
RYCROFT	3202R	02R	2BR/2BA	842	72	914	0.110762%	6-108	6-04
RYCROFT	3203R	03R	1BR/1BA	504	67	571	0.066299%	10-19	
RYCROFT	3205R	05R	1BR/1BA	523	67	590	0.068799%	9-126	
RYCROFT	3207R	07R	1BR/1BA	618	92	710	0.081295%	9-02	
RYCROFT	3214R	14R	2BR/2BA	848	70	918	0.111551%	6-03	6-P1
RYCROFT	3216R	16R	2BR/2BA	872	72	944	0.114708%	5-104	5-105
RYCROFT	3218R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-100	3-101
RYCROFT	3219R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-46	4-47
RYCROFT	3300R	00R	2BR/2BA	871	163	1,034	0.114577%	6-104	6-105
RYCROFT	3301R	01R	2BR/2BA	990	172	1,162	0.130231%	5-09	5-10
RYCROFT	3302R	02R	2BR/2BA	842	72	914	0.110762%	6-08	6-P2
RYCROFT	3303R	03R	1BR/1BA	504	67	571	0.066299%	10-100	
RYCROFT	3305R	05R	1BR/1BA	523	67	590	0.068799%	9-82	
RYCROFT	3307R	07R	1BR/1BA	618	92	710	0.081295%	9-01	
RYCROFT	3314R	14R	2BR/2BA	848	70	918	0.111551%	4-83	4-03
RYCROFT	3316R	16R	2BR/2BA	872	72	944	0.114708%	4-116	4-117
RYCROFT	3318R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-75	3-76
RYCROFT	3319R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-97	4-98
RYCROFT	3400R	00R	2BR/2BA	871	163	1,034	0.114577%	6-95	6-96
RYCROFT	3401R	01R	2BR/2BA	990	172	1,162	0.130231%	5-05	5-06
RYCROFT	3402R	02R	2BR/2BA	842	72	914	0.110762%	5-83	5-03

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	3403R	03R	1BR/1BA	504	67	571	0.066299%	10-18	
RYCROFT	3405R	05R	1BR/1BA	523	67	590	0.068799%	9-81	
RYCROFT	3407R	07R	1BR/1BA	618	92	710	0.081295%	8-125	
RYCROFT	3414R	14R	2BR/2BA	848	70	918	0.111551%	5-04	5-P1
RYCROFT	3416R	16R	2BR/2BA	872	72	944	0.114708%	4-104	4-105
RYCROFT	3418R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-18	3-19
RYCROFT	3419R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-13	4-14
RYCROFT	3500R	00R	2BR/2BA	871	163	1,034	0.114577%	5-95	5-96
RYCROFT	3501R	01R	2BR/2BA	990	172	1,162	0.130231%	4-08	4-08A
RYCROFT	3502R	02R	2BR/2BA	842	72	914	0.110762%	5-112	
RYCROFT	3503R	03R	1BR/1BA	504	67	571	0.066299%	10-120	
RYCROFT	3505R	05R	1BR/1BA	523	67	590	0.068799%	9-80	
RYCROFT	3507R	07R	1BR/1BA	618	92	710	0.081295%	8-124	
RYCROFT	3514R	14R	2BR/2BA	848	70	918	0.111551%	7-76	7-77
RYCROFT	3516R	16R	2BR/2BA	872	72	944	0.114708%	3-45	3-46
RYCROFT	3518R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-47	3-48
RYCROFT	3519R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-11	4-12
RYCROFT	3600R	00R	2BR/2BA	871	163	1,034	0.114577%	5-15	5-16
RYCROFT	3601R	01R	2BR/2BA	990	172	1,162	0.130231%	5-114	5-115
RYCROFT	3602R	02R	2BR/2BA	842	72	914	0.110762%	4-111	
RYCROFT	3603R	03R	1BR/1BA	504	67	571	0.066299%	10-74	
RYCROFT	3605R	05R	1BR/1BA	523	67	590	0.068799%	9-104	
RYCROFT	3607R	07R	1BR/1BA	618	92	710	0.081295%	8-104	
RYCROFT	3614R	14R	2BR/2BA	848	70	918	0.111551%	7-78	7-79
RYCROFT	3616R	16R	2BR/2BA	872	72	944	0.114708%	3-105	3-106
RYCROFT	3618R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-98	3-99
RYCROFT	3619R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-09	4-10
RYCROFT	3700R	00R	2BR/2BA	871	163	1,034	0.114577%	4-95	4-96
RYCROFT	3701R	01R	2BR/2BA	990	172	1,162	0.130231%	5-42	5-42A
RYCROFT	3702R	02R	2BR/2BA	842	72	914	0.110762%	7-116	7-117
RYCROFT	3703R	03R	1BR/1BA	504	67	571	0.066299%	10-47	
RYCROFT	3705R	05R	1BR/1BA	523	67	590	0.068799%	9-124	
RYCROFT	3707R	07R	1BR/1BA	618	92	710	0.081295%	8-79	
RYCROFT	3714R	14R	2BR/2BA	848	70	918	0.111551%	7-118	7-119
RYCROFT	3716R	16R	2BR/2BA	872	72	944	0.114708%	6-123	6-124

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	3718R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-14	3-15
RYCROFT	3719R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-05	4-05A
RYCROFT	3800R	00R	2BR/2BA	871	163	1,034	0.114577%	3-117	3-118
RYCROFT	3801R	01R	2BR/2BA	990	172	1,162	0.130231%	5-93	5-93A
RYCROFT	3802R	02R	2BR/2BA	842	72	914	0.110762%	7-122	7-123
RYCROFT	3803R	03R	1BR/1BA	504	67	571	0.066299%	10-73	
RYCROFT	3805R	05R	1BR/1BA	523	67	590	0.068799%	9-123	
RYCROFT	3807R	07R	1BR/1BA	618	92	710	0.081295%	8-103	
RYCROFT	3814R	14R	2BR/2BA	848	70	918	0.111551%	7-11	7-12
RYCROFT	3816R	16R	2BR/2BA	872	72	944	0.114708%	6-120	6-121
RYCROFT	3818R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-12	3-13
RYCROFT	3819R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-72	4-73
RYCROFT	3900R	00R	2BR/2BA	871	163	1,034	0.114577%	3-123	3-124
RYCROFT	3901R	01R	2BR/2BA	990	172	1,162	0.130231%	5-68	5-68A
RYCROFT	3902R	02R	2BR/2BA	842	72	914	0.110762%	7-19	7-20
RYCROFT	3903R	03R	1BR/1BA	504	67	571	0.066299%	10-118	
RYCROFT	3905R	05R	1BR/1BA	523	67	590	0.068799%	9-122	
RYCROFT	3907R	07R	1BR/1BA	618	92	710	0.081295%	8-19	
RYCROFT	3914R	14R	2BR/2BA	848	70	918	0.111551%	7-93	7-94
RYCROFT	3916R	16R	2BR/2BA	872	72	944	0.114708%	6-118	6-119
RYCROFT	3918R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-73	3-74
RYCROFT	3919R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-114	4-115
RYCROFT	4000R	00R	2BR/2BA	871	163	1,034	0.114577%	3-16	3-17
RYCROFT	4001R	01R	2BR/2BA	990	172	1,162	0.130231%	5-01	5-02
RYCROFT	4002R	02R	2BR/2BA	842	72	914	0.110762%	7-74	7-75
RYCROFT	4003R	03R	1BR/1BA	504	67	571	0.066299%	10-72	
RYCROFT	4005R	05R	1BR/1BA	523	67	590	0.068799%	9-121	
RYCROFT	4007R	07R	1BR/1BA	618	92	710	0.081295%	8-102	
RYCROFT	4014R	14R	2BR/2BA	848	70	918	0.111551%	6-79	6-80
RYCROFT	4016R	16R	2BR/2BA	872	72	944	0.114708%	6-13	6-14
RYCROFT	4018R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-05	3-05A
RYCROFT	4019R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-42	4-42A
RYCROFT	4100R	00R	2BR/2BA	871	163	1,034	0.114577%	6-77	6-78
RYCROFT	4101R	01R	2BR/2BA	990	172	1,162	0.130231%	4-123	4-124
RYCROFT	4102R	02R	2BR/2BA	842	72	914	0.110762%	7-72	7-73

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	4103R	03R	1BR/1BA	504	67	571	0.066299%	10-117	
RYCROFT	4105R	05R	1BR/1BA	523	67	590	0.068799%	9-120	
RYCROFT	4107R	07R	1BR/1BA	618	92	710	0.081295%	8-77	
RYCROFT	4114R	14R	2BR/2BA	848	70	918	0.111551%	6-70	6-71
RYCROFT	4116R	16R	2BR/2BA	872	72	944	0.114708%	6-05	6-06
RYCROFT	4118R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-08	3-08A
RYCROFT	4119R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-93	4-93A
RYCROFT	4200R	00R	2BR/2BA	871	163	1,034	0.114577%	6-74	6-75
RYCROFT	4201R	01R	2BR/2BA	990	172	1,162	0.130231%	4-19	4-20
RYCROFT	4202R	02R	2BR/2BA	842	72	914	0.110762%	7-114	7-115
RYCROFT	4203R	03R	1BR/1BA	504	67	571	0.066299%	10-71	
RYCROFT	4205R	05R	1BR/1BA	523	67	590	0.068799%	9-119	
RYCROFT	4207R	07R	1BR/1BA	618	92	710	0.081295%	8-101	
RYCROFT	4214R	14R	2BR/2BA	848	70	918	0.111551%	5-70	5-71
RYCROFT	4216R	16R	2BR/2BA	872	72	944	0.114708%	6-42	6-43
RYCROFT	4218R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-10	3-10A
RYCROFT	4219R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-68	4-68A
RYCROFT	4300R	00R	2BR/2BA	871	163	1,034	0.114577%	6-72	6-73
RYCROFT	4301R	01R	2BR/2BA	990	172	1,162	0.130231%	3-94	3-94A
RYCROFT	4302R	02R	2BR/2BA	842	72	914	0.110762%	6-125	6-126
RYCROFT	4303R	03R	1BR/1BA	504	67	571	0.066299%	10-13	
RYCROFT	4305R	05R	1BR/1BA	523	67	590	0.068799%	9-118	
RYCROFT	4307R	07R	1BR/1BA	618	92	710	0.081295%	8-100	
RYCROFT	4314R	14R	2BR/2BA	848	70	918	0.111551%	4-125	4-126
RYCROFT	4316R	16R	2BR/2BA	872	72	944	0.114708%	6-93	6-94
RYCROFT	4318R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-115	3-116
RYCROFT	4319R	19R	2BR/2BA	1,074	164	1,238	0.141280%	4-01	4-02
RYCROFT	4400R	00R	2BR/2BA	871	163	1,034	0.114577%	6-09	6-10
RYCROFT	4401R	01R	2BR/2BA	990	172	1,162	0.130231%	3-69	3-69A
RYCROFT	4402R	02R	2BR/2BA	842	72	914	0.110762%	6-44	6-45
RYCROFT	4403R	03R	1BR/1BA	504	67	571	0.066299%	3-71	
RYCROFT	4405R	05R	1BR/1BA	523	67	590	0.068799%	9-97	
RYCROFT	4407R	07R	1BR/1BA	618	92	710	0.081295%	3-04	
RYCROFT	4414R	14R	2BR/2BA	848	70	918	0.111551%	4-70	4-71
RYCROFT	4416R	16R	2BR/2BA	872	72	944	0.114708%	6-01	6-02

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony / Patio (SF)	Approx. Total Net Area (SF)	Common Interest (%)	Parking Stall 1	Parking Stall 2/ Parking Area/ Storage
RYCROFT	4418R	18R	3BR/2BA	1,147	186	1,333	0.150883%	3-43	3-43A
RYCROFT	4419R	19R	2BR/2BA	1,074	164	1,238	0.141280%	3-01	3-02
LIONA	L-101	Commercial		12,597	5,892	18,489	1.657016%		
LIONA	L-102	Commercial		1,814	0	1,814	0.238625%		
LIONA	L-201	Commercial		1,482	0	1,482	0.194951%		
LIONA	L-202	Commercial		1,148	0	1,148	0.151015%		
LIONA	L-203	Commercial		1,115	0	1,115	0.146674%		
LIONA	L-204	Commercial		766	0	766	0.100764%		
LIONA	L-205	Commercial		1,045	0	1,045	0.137466%		
LIONA	L-206	Commercial		800	0	800	0.105237%		
LIONA	L-207	Commercial		1,491	0	1,491	0.196135%		
LIONA	L-208	Commercial		1,665	0	1,665	0.219024%		
LIONA	L-209	Commercial		1,078	0	1,078	0.141807%		
LIONA	L-210	Commercial		913	0	913	0.120102%		
RYCROFT	R-101	Commercial		1,483	318	1,801	0.195083%		
RYCROFT	R-102	Commercial		917	686	1,603	0.120628%		
RYCROFT	R-103	Commercial		1,257	491	1,748	0.165353%		
RYCROFT	R-104	Commercial		1,214	501	1,715	0.159697%		
RYCROFT	R-105	Commercial		869	362	1,231	0.114314%		
RYCROFT	R-106	Commercial		1,268	522	1,790	0.166800%		
RYCROFT	R-107	Commercial		1,306	538	1,844	0.171799%		
RYCROFT	R-108	Commercial		935	117	1,052	0.122996%		
RYCROFT	R-109	Commercial		671	97	768	0.088267%		
RYCROFT	R-201	Commercial		2,578	1,304	3,882	0.339126%		
RYCROFT	R-202	Commercial		1,678	353	2,031	0.220734%		
RYCROFT	R-203	Commercial		1,559	255	1,814	0.205080%		
RYCROFT	R-204	Commercial		1,194	368	1,562	0.157066%		
RYCROFT	R-205	Commercial		2,738	545	3,283	0.360173%		
COMMERCIAL	C-201	Commercial		5,095	0	5,095	0.670227%		
COMMERCIAL	C-301	Commercial		5,696	0	5,696	0.749286%		
COMMERCIAL	C-401	Commercial		5,696	0	5,696	0.749286%		
COMMERCIAL	C-501	Commercial		2,967	2,795	5,762	0.390297%		
<b>TOTAL</b>				<b>760,190</b>	<b>125,213</b>	<b>885,403</b>	<b>100.000000%</b>		

\*As set forth in Section D below, all numbered Residential Unit Limited Common Element parking stalls and parking areas not otherwise identified in the table above as a Limited Common Element to a specific Unit are Limited Common Elements appurtenant to Rycroft Residential Unit No. 801R.

EXHIBIT "A"  
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**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 Units were determined by measuring the area between the interior finished surfaces of all perimeter and party walls at the floor for each Unit and includes the area occupied by load bearing and nonloadbearing interior walls, columns, certain ducts, vents, and shafts, and the like located within the Unit's perimeter walls. All areas are not exact and are approximate based on the floor plans of each type of Unit.

**C. Common Interest.** The Common Interest for each of the one thousand two (1,002) Units (including both the Commercial Units and the Residential Units) in the Project is calculated based on 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 for all Units in the Project to equal exactly one hundred percent (100%), the Common Interest attributable to Commercial Unit L-101 was decreased by 0.000070%.

**D. Parking Stalls, Parking Areas, and Storage Rooms.** The Condominium Map depicts the location, type, and number of parking stalls in the Project. Parking Stall Nos. 2-119 through 2-165, inclusive, 2-175, and 2-176 are Limited Common Element guest stalls appurtenant to all Residential Units. Each Residential Unit has at least one (1) Limited Common Element parking stall as identified in the table above. Other numbered Residential Unit Limited Common Element parking stalls and parking areas not otherwise identified above as a Limited Common Element to a specific Residential Unit are Limited Common Elements appurtenant to Rycroft Residential Unit No. 801R. Other numbered Commercial Unit Limited Common Element parking areas not otherwise identified above as a Limited Common Element to a specific Commercial Unit are Limited Common Elements appurtenant to Commercial Unit No. L-102. All storage rooms identified on the Condominium Map as Residential Unit Limited Common Elements are appurtenant to Rycroft Residential Unit No. 801R unless otherwise identified in the table above as a Limited Common Element to another Unit. All storage rooms identified on the Condominium Map as Commercial Unit Limited Common Elements are appurtenant to Liona Commercial Unit No. L-102 unless otherwise identified in the table above as a Limited Common Element to another Unit. Developer has the reserved right to redesignate such parking stalls, parking areas, and storage rooms currently designated as Unit Limited Common Elements appurtenant to Rycroft Residential Unit No. 801R or Liona Commercial Unit No. L-102 to other Units in the Project as Unit Limited Common Elements appurtenant to such other Units.

**E. Other Unit Limited Common Element Areas.** All Unit Limited Common Elements depicted on the Condominium Map as appurtenant to a Residential Unit(s) but not specifically assigned to a Residential Unit(s) herein or on the Condominium Map are appurtenant to Rycroft Residential Unit No. 801R.

## **II. Class Common Interest.**

**A. Residential Unit Class Common Interest.** The following listed units are Residential Units for purposes of the Declaration.

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
LIONA	300	300	2BR/2BA	871	1,022	1,893	0.125296%
LIONA	301	301	2BR/2BA	990	429	1,419	0.142414%
LIONA	302	302	2BR/2BA	841	432	1,273	0.120980%
LIONA	303	303	1BR/1BA	504	359	863	0.072502%
LIONA	304	304	1BR/1BA	569	297	866	0.081852%
LIONA	305	305	1BR/1BA	523	347	870	0.075235%
LIONA	306	306	1BR/1BA	563	295	858	0.080989%
LIONA	307	307	1BR/1BA	606	398	1,004	0.087175%
LIONA	308	308	0BR/1BA	324	170	494	0.046608%
LIONA	309	309	0BR/1BA	353	176	529	0.050780%
LIONA	310	310	0BR/1BA	391	224	615	0.056246%
LIONA	311	311	1BR/1BA	751	895	1,646	0.108033%
LIONA	312	312	2BR/2BA	976	1,230	2,206	0.140400%
LIONA	400	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	401	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	402	02	2BR/2BA	842	72	914	0.121124%
LIONA	403	03	1BR/1BA	504	67	571	0.072502%
LIONA	404	04	1BR/1BA	569	70	639	0.081852%
LIONA	405	05	1BR/1BA	523	67	590	0.075235%
LIONA	406	06	1BR/1BA	563	66	629	0.080989%
LIONA	407	07	1BR/1BA	606	92	698	0.087175%
LIONA	408	08	0BR/1BA	324	71	395	0.046608%
LIONA	409	09	0BR/1BA	353	63	416	0.050780%
LIONA	410	10	0BR/1BA	391	86	477	0.056246%
LIONA	411	11	1BR/1BA	751	164	915	0.108033%
LIONA	412	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	500	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	501	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	502	02	2BR/2BA	842	72	914	0.121124%
LIONA	503	03	1BR/1BA	504	67	571	0.072502%
LIONA	504	04	1BR/1BA	569	70	639	0.081852%
LIONA	505	05	1BR/1BA	523	67	590	0.075235%
LIONA	506	06	1BR/1BA	563	66	629	0.080989%
LIONA	507	07	1BR/1BA	606	92	698	0.087175%
LIONA	508	08	0BR/1BA	324	71	395	0.046608%
LIONA	509	09	0BR/1BA	353	63	416	0.050780%



Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
LIONA	510	10	0BR/1BA	391	86	477	0.056246%
LIONA	511	11	1BR/1BA	751	164	915	0.108033%
LIONA	512	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	600	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	601	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	602	02	2BR/2BA	842	72	914	0.121124%
LIONA	603	03	1BR/1BA	504	67	571	0.072502%
LIONA	604	04	1BR/1BA	569	70	639	0.081852%
LIONA	605	05	1BR/1BA	523	67	590	0.075235%
LIONA	606	06	1BR/1BA	563	66	629	0.080989%
LIONA	607	07	1BR/1BA	606	92	698	0.087175%
LIONA	608	08	0BR/1BA	324	71	395	0.046608%
LIONA	609	09	0BR/1BA	353	63	416	0.050780%
LIONA	610	10	0BR/1BA	391	86	477	0.056246%
LIONA	611	11	1BR/1BA	751	164	915	0.108033%
LIONA	612	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	700	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	701	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	702	02	2BR/2BA	842	72	914	0.121124%
LIONA	703	03	1BR/1BA	504	67	571	0.072502%
LIONA	704	04	1BR/1BA	569	70	639	0.081852%
LIONA	705	05	1BR/1BA	523	67	590	0.075235%
LIONA	706	06	1BR/1BA	563	66	629	0.080989%
LIONA	707	07	1BR/1BA	606	92	698	0.087175%
LIONA	708	08	0BR/1BA	324	71	395	0.046608%
LIONA	709	09	0BR/1BA	353	63	416	0.050780%
LIONA	710	10	0BR/1BA	391	86	477	0.056246%
LIONA	711	11	1BR/1BA	751	164	915	0.108033%
LIONA	712	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	800	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	801	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	802	02	2BR/2BA	842	72	914	0.121124%
LIONA	803	03	1BR/1BA	504	67	571	0.072502%
LIONA	804	04	1BR/1BA	569	70	639	0.081852%
LIONA	805	05	1BR/1BA	523	67	590	0.075235%
LIONA	806	06	1BR/1BA	563	66	629	0.080989%

<b>Tower</b>	<b>Unit No.</b>	<b>Unit Type</b>	<b>Bed/Bath</b>	<b>Approx. Net Living Area (SF)</b>	<b>Approx. Balcony/ Patio (SF)</b>	<b>Approx. Total Net Area (SF)</b>	<b>Residential Class Common Interest (%)</b>
LIONA	807	07	1BR/1BA	606	92	698	0.087175%
LIONA	808	08	0BR/1BA	324	71	395	0.046608%
LIONA	809	09	0BR/1BA	353	63	416	0.050780%
LIONA	810	10	0BR/1BA	391	86	477	0.056246%
LIONA	811	11	1BR/1BA	751	164	915	0.108033%
LIONA	812	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	900	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	901	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	902	02	2BR/2BA	842	72	914	0.121124%
LIONA	903	03	1BR/1BA	504	67	571	0.072502%
LIONA	904	04	1BR/1BA	569	70	639	0.081852%
LIONA	905	05	1BR/1BA	523	67	590	0.075235%
LIONA	906	06	1BR/1BA	563	66	629	0.080989%
LIONA	907	07	1BR/1BA	606	92	698	0.087175%
LIONA	908	08	0BR/1BA	324	71	395	0.046608%
LIONA	909	09	0BR/1BA	353	63	416	0.050780%
LIONA	910	10	0BR/1BA	391	86	477	0.056246%
LIONA	911	11	1BR/1BA	751	164	915	0.108033%
LIONA	912	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	1000	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	1001	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	1002	02	2BR/2BA	842	72	914	0.121124%
LIONA	1003	03	1BR/1BA	504	67	571	0.072502%
LIONA	1004	04	1BR/1BA	569	70	639	0.081852%
LIONA	1005	05	1BR/1BA	523	67	590	0.075235%
LIONA	1006	06	1BR/1BA	563	66	629	0.080989%
LIONA	1007	07	1BR/1BA	606	92	698	0.087175%
LIONA	1008	08	0BR/1BA	324	71	395	0.046608%
LIONA	1009	09	0BR/1BA	353	63	416	0.050780%
LIONA	1010	10	0BR/1BA	391	86	477	0.056246%
LIONA	1011	11	1BR/1BA	751	164	915	0.108033%
LIONA	1012	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	1100	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	1101	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	1102	02	2BR/2BA	842	72	914	0.121124%
LIONA	1103	03	1BR/1BA	504	67	571	0.072502%

<b>Tower</b>	<b>Unit No.</b>	<b>Unit Type</b>	<b>Bed/Bath</b>	<b>Approx. Net Living Area (SF)</b>	<b>Approx. Balcony/Patio (SF)</b>	<b>Approx. Total Net Area (SF)</b>	<b>Residential Class Common Interest (%)</b>
LIONA	1104	04	1BR/1BA	569	70	639	0.081852%
LIONA	1105	05	1BR/1BA	523	67	590	0.075235%
LIONA	1106	06	1BR/1BA	563	66	629	0.080989%
LIONA	1107	07	1BR/1BA	606	92	698	0.087175%
LIONA	1108	08	0BR/1BA	324	71	395	0.046608%
LIONA	1109	09	0BR/1BA	353	63	416	0.050780%
LIONA	1110	10	0BR/1BA	391	86	477	0.056246%
LIONA	1111	11	1BR/1BA	751	164	915	0.108033%
LIONA	1112	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	1200	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	1201	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	1202	02	2BR/2BA	842	72	914	0.121124%
LIONA	1203	03	1BR/1BA	504	67	571	0.072502%
LIONA	1204	04	1BR/1BA	569	70	639	0.081852%
LIONA	1205	05	1BR/1BA	523	67	590	0.075235%
LIONA	1206	06	1BR/1BA	563	66	629	0.080989%
LIONA	1207	07	1BR/1BA	606	92	698	0.087175%
LIONA	1208	08	0BR/1BA	324	71	395	0.046608%
LIONA	1209	09	0BR/1BA	353	63	416	0.050780%
LIONA	1210	10	0BR/1BA	391	86	477	0.056246%
LIONA	1211	11	1BR/1BA	751	164	915	0.108033%
LIONA	1212	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	1300	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	1301	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	1302	02	2BR/2BA	842	72	914	0.121124%
LIONA	1303	03	1BR/1BA	504	67	571	0.072502%
LIONA	1304	04	1BR/1BA	569	70	639	0.081852%
LIONA	1305	05	1BR/1BA	523	67	590	0.075235%
LIONA	1306	06	1BR/1BA	563	66	629	0.080989%
LIONA	1307	07	1BR/1BA	606	92	698	0.087175%
LIONA	1308	08	0BR/1BA	324	71	395	0.046608%
LIONA	1309	09	0BR/1BA	353	63	416	0.050780%
LIONA	1310	10	0BR/1BA	391	86	477	0.056246%
LIONA	1311	11	1BR/1BA	751	164	915	0.108033%
LIONA	1312	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	1400	00	2BR/2BA	871	163	1,034	0.125296%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
LIONA	1401	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	1402	02	2BR/2BA	842	72	914	0.121124%
LIONA	1403	03	1BR/1BA	504	67	571	0.072502%
LIONA	1404	04	1BR/1BA	569	70	639	0.081852%
LIONA	1405	05	1BR/1BA	523	67	590	0.075235%
LIONA	1406	06	1BR/1BA	563	66	629	0.080989%
LIONA	1407	07	1BR/1BA	606	92	698	0.087175%
LIONA	1408	08	0BR/1BA	324	71	395	0.046608%
LIONA	1409	09	0BR/1BA	353	63	416	0.050780%
LIONA	1410	10	0BR/1BA	391	86	477	0.056246%
LIONA	1411	11	1BR/1BA	751	164	915	0.108033%
LIONA	1412	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	1500	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	1501	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	1502	02	2BR/2BA	842	72	914	0.121124%
LIONA	1503	03	1BR/1BA	504	67	571	0.072502%
LIONA	1504	04	1BR/1BA	569	70	639	0.081852%
LIONA	1505	05	1BR/1BA	523	67	590	0.075235%
LIONA	1506	06	1BR/1BA	563	66	629	0.080989%
LIONA	1507	07	1BR/1BA	606	92	698	0.087175%
LIONA	1508	08	0BR/1BA	324	71	395	0.046608%
LIONA	1509	09	0BR/1BA	353	63	416	0.050780%
LIONA	1510	10	0BR/1BA	391	86	477	0.056246%
LIONA	1511	11	1BR/1BA	751	164	915	0.108033%
LIONA	1512	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	1600	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	1601	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	1602	02	2BR/2BA	842	72	914	0.121124%
LIONA	1603	03	1BR/1BA	504	67	571	0.072502%
LIONA	1604	04	1BR/1BA	569	70	639	0.081852%
LIONA	1605	05	1BR/1BA	523	67	590	0.075235%
LIONA	1606	06	1BR/1BA	563	66	629	0.080989%
LIONA	1607	07	1BR/1BA	606	92	698	0.087175%
LIONA	1608	08	0BR/1BA	324	71	395	0.046608%
LIONA	1609	09	0BR/1BA	353	63	416	0.050780%
LIONA	1610	10	0BR/1BA	391	86	477	0.056246%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
LIONA	1611	11	1BR/1BA	751	164	915	0.108033%
LIONA	1612	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	1700	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	1701	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	1702	02	2BR/2BA	842	72	914	0.121124%
LIONA	1703	03	1BR/1BA	504	67	571	0.072502%
LIONA	1704	04	1BR/1BA	569	70	639	0.081852%
LIONA	1705	05	1BR/1BA	523	67	590	0.075235%
LIONA	1706	06	1BR/1BA	563	66	629	0.080989%
LIONA	1707	07	1BR/1BA	606	92	698	0.087175%
LIONA	1708	08	0BR/1BA	324	71	395	0.046608%
LIONA	1709	09	0BR/1BA	353	63	416	0.050780%
LIONA	1710	10	0BR/1BA	391	86	477	0.056246%
LIONA	1711	11	1BR/1BA	751	164	915	0.108033%
LIONA	1712	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	1800	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	1801	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	1802	02	2BR/2BA	842	72	914	0.121124%
LIONA	1803	03	1BR/1BA	504	67	571	0.072502%
LIONA	1804	04	1BR/1BA	569	70	639	0.081852%
LIONA	1805	05	1BR/1BA	523	67	590	0.075235%
LIONA	1806	06	1BR/1BA	563	66	629	0.080989%
LIONA	1807	07	1BR/1BA	606	92	698	0.087175%
LIONA	1808	08	0BR/1BA	324	71	395	0.046608%
LIONA	1809	09	0BR/1BA	353	63	416	0.050780%
LIONA	1810	10	0BR/1BA	391	86	477	0.056246%
LIONA	1811	11	1BR/1BA	751	164	915	0.108033%
LIONA	1812	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	1900	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	1901	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	1902	02	2BR/2BA	842	72	914	0.121124%
LIONA	1903	03	1BR/1BA	504	67	571	0.072502%
LIONA	1904	04	1BR/1BA	569	70	639	0.081852%
LIONA	1905	05	1BR/1BA	523	67	590	0.075235%
LIONA	1906	06	1BR/1BA	563	66	629	0.080989%
LIONA	1907	07	1BR/1BA	606	92	698	0.087175%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
LIONA	1908	08	0BR/1BA	324	71	395	0.046608%
LIONA	1909	09	0BR/1BA	353	63	416	0.050780%
LIONA	1910	10	0BR/1BA	391	86	477	0.056246%
LIONA	1911	11	1BR/1BA	751	164	915	0.108033%
LIONA	1912	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	2000	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	2001	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	2002	02	2BR/2BA	842	72	914	0.121124%
LIONA	2003	03	1BR/1BA	504	67	571	0.072502%
LIONA	2004	04	1BR/1BA	569	70	639	0.081852%
LIONA	2005	05	1BR/1BA	523	67	590	0.075235%
LIONA	2006	06	1BR/1BA	563	66	629	0.080989%
LIONA	2007	07	1BR/1BA	606	92	698	0.087175%
LIONA	2008	08	0BR/1BA	324	71	395	0.046608%
LIONA	2009	09	0BR/1BA	353	63	416	0.050780%
LIONA	2010	10	0BR/1BA	391	86	477	0.056246%
LIONA	2011	11	1BR/1BA	751	164	915	0.108033%
LIONA	2012	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	2100	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	2101	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	2102	02	2BR/2BA	842	72	914	0.121124%
LIONA	2103	03	1BR/1BA	504	67	571	0.072502%
LIONA	2104	04	1BR/1BA	569	70	639	0.081852%
LIONA	2105	05	1BR/1BA	523	67	590	0.075235%
LIONA	2106	06	1BR/1BA	563	66	629	0.080989%
LIONA	2107	07	1BR/1BA	606	92	698	0.087175%
LIONA	2108	08	0BR/1BA	324	71	395	0.046608%
LIONA	2109	09	0BR/1BA	353	63	416	0.050780%
LIONA	2110	10	0BR/1BA	391	86	477	0.056246%
LIONA	2111	11	1BR/1BA	751	164	915	0.108033%
LIONA	2112	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	2200	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	2201	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	2202	02	2BR/2BA	842	72	914	0.121124%
LIONA	2203	03	1BR/1BA	504	67	571	0.072502%
LIONA	2204	04	1BR/1BA	569	70	639	0.081852%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
LIONA	2205	05	1BR/1BA	523	67	590	0.075235%
LIONA	2206	06	1BR/1BA	563	66	629	0.080989%
LIONA	2207	07	1BR/1BA	606	92	698	0.087175%
LIONA	2208	08	0BR/1BA	324	71	395	0.046608%
LIONA	2209	09	0BR/1BA	353	63	416	0.050780%
LIONA	2210	10	0BR/1BA	391	86	477	0.056246%
LIONA	2211	11	1BR/1BA	751	164	915	0.108033%
LIONA	2212	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	2300	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	2301	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	2302	02	2BR/2BA	842	72	914	0.121124%
LIONA	2303	03	1BR/1BA	504	67	571	0.072502%
LIONA	2304	04	1BR/1BA	569	70	639	0.081852%
LIONA	2305	05	1BR/1BA	523	67	590	0.075235%
LIONA	2306	06	1BR/1BA	563	66	629	0.080989%
LIONA	2307	07	1BR/1BA	606	92	698	0.087175%
LIONA	2308	08	0BR/1BA	324	71	395	0.046608%
LIONA	2309	09	0BR/1BA	353	63	416	0.050780%
LIONA	2310	10	0BR/1BA	391	86	477	0.056246%
LIONA	2311	11	1BR/1BA	751	164	915	0.108033%
LIONA	2312	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	2400	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	2401	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	2402	02	2BR/2BA	842	72	914	0.121124%
LIONA	2403	03	1BR/1BA	504	67	571	0.072502%
LIONA	2404	04	1BR/1BA	569	70	639	0.081852%
LIONA	2405	05	1BR/1BA	523	67	590	0.075235%
LIONA	2406	06	1BR/1BA	563	66	629	0.080989%
LIONA	2407	07	1BR/1BA	606	92	698	0.087175%
LIONA	2408	08	0BR/1BA	324	71	395	0.046608%
LIONA	2409	09	0BR/1BA	353	63	416	0.050780%
LIONA	2410	10	0BR/1BA	391	86	477	0.056246%
LIONA	2411	11	1BR/1BA	751	164	915	0.108033%
LIONA	2412	12	2BR/2BA	976	186	1,162	0.140400%
LIONA	2500	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	2501	01	2BR/2BA	990	172	1,162	0.142414%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
LIONA	2502	02	2BR/2BA	842	72	914	0.121124%
LIONA	2503	03	1BR/1BA	504	67	571	0.072502%
LIONA	2505	05	1BR/1BA	523	67	590	0.075235%
LIONA	2507	07	1BR/1BA	606	92	698	0.087175%
LIONA	2514	14	2BR/2BA	848	70	918	0.121987%
LIONA	2516	16	2BR/2BA	872	72	944	0.125440%
LIONA	2518	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	2519	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	2600	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	2601	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	2602	02	2BR/2BA	842	72	914	0.121124%
LIONA	2603	03	1BR/1BA	504	67	571	0.072502%
LIONA	2605	05	1BR/1BA	523	67	590	0.075235%
LIONA	2607	07	1BR/1BA	606	92	698	0.087175%
LIONA	2614	14	2BR/2BA	848	70	918	0.121987%
LIONA	2616	16	2BR/2BA	872	72	944	0.125440%
LIONA	2618	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	2619	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	2700	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	2701	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	2702	02	2BR/2BA	842	72	914	0.121124%
LIONA	2703	03	1BR/1BA	504	67	571	0.072502%
LIONA	2705	05	1BR/1BA	523	67	590	0.075235%
LIONA	2707	07	1BR/1BA	606	92	698	0.087175%
LIONA	2714	14	2BR/2BA	848	70	918	0.121987%
LIONA	2716	16	2BR/2BA	872	72	944	0.125440%
LIONA	2718	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	2719	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	2800	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	2801	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	2802	02	2BR/2BA	842	72	914	0.121124%
LIONA	2803	03	1BR/1BA	504	67	571	0.072502%
LIONA	2805	05	1BR/1BA	523	67	590	0.075235%
LIONA	2807	07	1BR/1BA	606	92	698	0.087175%
LIONA	2814	14	2BR/2BA	848	70	918	0.121987%
LIONA	2816	16	2BR/2BA	872	72	944	0.125440%



Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
LIONA	2818	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	2819	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	2900	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	2901	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	2902	02	2BR/2BA	842	72	914	0.121124%
LIONA	2903	03	1BR/1BA	504	67	571	0.072502%
LIONA	2905	05	1BR/1BA	523	67	590	0.075235%
LIONA	2907	07	1BR/1BA	606	92	698	0.087175%
LIONA	2914	14	2BR/2BA	848	70	918	0.121987%
LIONA	2916	16	2BR/2BA	872	72	944	0.125440%
LIONA	2918	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	2919	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	3000	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	3001	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	3002	02	2BR/2BA	842	72	914	0.121124%
LIONA	3003	03	1BR/1BA	504	67	571	0.072502%
LIONA	3005	05	1BR/1BA	523	67	590	0.075235%
LIONA	3007	07	1BR/1BA	606	92	698	0.087175%
LIONA	3014	14	2BR/2BA	848	70	918	0.121987%
LIONA	3016	16	2BR/2BA	872	72	944	0.125440%
LIONA	3018	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	3019	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	3100	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	3101	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	3102	02	2BR/2BA	842	72	914	0.121124%
LIONA	3103	03	1BR/1BA	504	67	571	0.072502%
LIONA	3105	05	1BR/1BA	523	67	590	0.075235%
LIONA	3107	07	1BR/1BA	606	92	698	0.087175%
LIONA	3114	14	2BR/2BA	848	70	918	0.121987%
LIONA	3116	16	2BR/2BA	872	72	944	0.125440%
LIONA	3118	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	3119	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	3200	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	3201	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	3202	02	2BR/2BA	842	72	914	0.121124%
LIONA	3203	03	1BR/1BA	504	67	571	0.072502%

<b>Tower</b>	<b>Unit No.</b>	<b>Unit Type</b>	<b>Bed/Bath</b>	<b>Approx. Net Living Area (SF)</b>	<b>Approx. Balcony/ Patio (SF)</b>	<b>Approx. Total Net Area (SF)</b>	<b>Residential Class Common Interest (%)</b>
LIONA	3205	05	1BR/1BA	523	67	590	0.075235%
LIONA	3207	07	1BR/1BA	606	92	698	0.087175%
LIONA	3214	14	2BR/2BA	848	70	918	0.121987%
LIONA	3216	16	2BR/2BA	872	72	944	0.125440%
LIONA	3218	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	3219	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	3300	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	3301	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	3302	02	2BR/2BA	842	72	914	0.121124%
LIONA	3303	03	1BR/1BA	504	67	571	0.072502%
LIONA	3305	05	1BR/1BA	523	67	590	0.075235%
LIONA	3307	07	1BR/1BA	606	92	698	0.087175%
LIONA	3314	14	2BR/2BA	848	70	918	0.121987%
LIONA	3316	16	2BR/2BA	872	72	944	0.125440%
LIONA	3318	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	3319	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	3400	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	3401	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	3402	02	2BR/2BA	842	72	914	0.121124%
LIONA	3403	03	1BR/1BA	504	67	571	0.072502%
LIONA	3405	05	1BR/1BA	523	67	590	0.075235%
LIONA	3407	07	1BR/1BA	606	92	698	0.087175%
LIONA	3414	14	2BR/2BA	848	70	918	0.121987%
LIONA	3416	16	2BR/2BA	872	72	944	0.125440%
LIONA	3418	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	3419	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	3500	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	3501	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	3502	02	2BR/2BA	842	72	914	0.121124%
LIONA	3503	03	1BR/1BA	504	67	571	0.072502%
LIONA	3505	05	1BR/1BA	523	67	590	0.075235%
LIONA	3507	07	1BR/1BA	606	92	698	0.087175%
LIONA	3514	14	2BR/2BA	848	70	918	0.121987%
LIONA	3516	16	2BR/2BA	872	72	944	0.125440%
LIONA	3518	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	3519	19	2BR/2BA	1,074	164	1,238	0.154498%

<b>Tower</b>	<b>Unit No.</b>	<b>Unit Type</b>	<b>Bed/Bath</b>	<b>Approx. Net Living Area (SF)</b>	<b>Approx. Balcony/Patio (SF)</b>	<b>Approx. Total Net Area (SF)</b>	<b>Residential Class Common Interest (%)</b>
LIONA	3600	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	3601	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	3602	02	2BR/2BA	842	72	914	0.121124%
LIONA	3603	03	1BR/1BA	504	67	571	0.072502%
LIONA	3605	05	1BR/1BA	523	67	590	0.075235%
LIONA	3607	07	1BR/1BA	606	92	698	0.087175%
LIONA	3614	14	2BR/2BA	848	70	918	0.121987%
LIONA	3616	16	2BR/2BA	872	72	944	0.125440%
LIONA	3618	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	3619	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	3700	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	3701	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	3702	02	2BR/2BA	842	72	914	0.121124%
LIONA	3703	03	1BR/1BA	504	67	571	0.072502%
LIONA	3705	05	1BR/1BA	523	67	590	0.075235%
LIONA	3707	07	1BR/1BA	606	92	698	0.087175%
LIONA	3714	14	2BR/2BA	848	70	918	0.121987%
LIONA	3716	16	2BR/2BA	872	72	944	0.125440%
LIONA	3718	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	3719	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	3800	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	3801	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	3802	02	2BR/2BA	842	72	914	0.121124%
LIONA	3803	03	1BR/1BA	504	67	571	0.072502%
LIONA	3805	05	1BR/1BA	523	67	590	0.075235%
LIONA	3807	07	1BR/1BA	606	92	698	0.087175%
LIONA	3814	14	2BR/2BA	848	70	918	0.121987%
LIONA	3816	16	2BR/2BA	872	72	944	0.125440%
LIONA	3818	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	3819	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	3900	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	3901	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	3902	02	2BR/2BA	842	72	914	0.121124%
LIONA	3903	03	1BR/1BA	504	67	571	0.072502%
LIONA	3905	05	1BR/1BA	523	67	590	0.075235%
LIONA	3907	07	1BR/1BA	606	92	698	0.087175%

<b>Tower</b>	<b>Unit No.</b>	<b>Unit Type</b>	<b>Bed/Bath</b>	<b>Approx. Net Living Area (SF)</b>	<b>Approx. Balcony/Patio (SF)</b>	<b>Approx. Total Net Area (SF)</b>	<b>Residential Class Common Interest (%)</b>
LIONA	3914	14	2BR/2BA	848	70	918	0.121987%
LIONA	3916	16	2BR/2BA	872	72	944	0.125440%
LIONA	3918	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	3919	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	4000	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	4001	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	4002	02	2BR/2BA	842	72	914	0.121124%
LIONA	4003	03	1BR/1BA	504	67	571	0.072502%
LIONA	4005	05	1BR/1BA	523	67	590	0.075235%
LIONA	4007	07	1BR/1BA	606	92	698	0.087175%
LIONA	4014	14	2BR/2BA	848	70	918	0.121987%
LIONA	4016	16	2BR/2BA	872	72	944	0.125440%
LIONA	4018	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	4019	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	4100	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	4101	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	4102	02	2BR/2BA	842	72	914	0.121124%
LIONA	4103	03	1BR/1BA	504	67	571	0.072502%
LIONA	4105	05	1BR/1BA	523	67	590	0.075235%
LIONA	4107	07	1BR/1BA	606	92	698	0.087175%
LIONA	4114	14	2BR/2BA	848	70	918	0.121987%
LIONA	4116	16	2BR/2BA	872	72	944	0.125440%
LIONA	4118	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	4119	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	4200	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	4201	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	4202	02	2BR/2BA	842	72	914	0.121124%
LIONA	4203	03	1BR/1BA	504	67	571	0.072502%
LIONA	4205	05	1BR/1BA	523	67	590	0.075235%
LIONA	4207	07	1BR/1BA	606	92	698	0.087175%
LIONA	4214	14	2BR/2BA	848	70	918	0.121987%
LIONA	4216	16	2BR/2BA	872	72	944	0.125440%
LIONA	4218	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	4219	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	4300	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	4301	01	2BR/2BA	990	172	1,162	0.142414%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
LIONA	4302	02	2BR/2BA	842	72	914	0.121124%
LIONA	4303	03	1BR/1BA	504	67	571	0.072502%
LIONA	4305	05	1BR/1BA	523	67	590	0.075235%
LIONA	4307	07	1BR/1BA	606	92	698	0.087175%
LIONA	4314	14	2BR/2BA	848	70	918	0.121987%
LIONA	4316	16	2BR/2BA	872	72	944	0.125440%
LIONA	4318	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	4319	19	2BR/2BA	1,074	164	1,238	0.154498%
LIONA	4400	00	2BR/2BA	871	163	1,034	0.125296%
LIONA	4401	01	2BR/2BA	990	172	1,162	0.142414%
LIONA	4402	02	2BR/2BA	842	72	914	0.121124%
LIONA	4403	03	1BR/1BA	504	67	571	0.072502%
LIONA	4405	05	1BR/1BA	523	67	590	0.075235%
LIONA	4407	07	1BR/1BA	606	92	698	0.087175%
LIONA	4414	14	2BR/2BA	848	70	918	0.121987%
LIONA	4416	16	2BR/2BA	872	72	944	0.125440%
LIONA	4418	18	3BR/2BA	1,147	186	1,333	0.164999%
LIONA	4419	19	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	300R	300R	2BR/2BA	871	541	1,412	0.125296%
RYCROFT	301R	301R	2BR/2BA	990	394	1,384	0.142414%
RYCROFT	302R	302R	2BR/2BA	842	511	1,353	0.121124%
RYCROFT	303R	303R	1BR/1BA	504	335	839	0.072502%
RYCROFT	304R	304R	1BR/1BA	569	351	920	0.081852%
RYCROFT	305R	305R	1BR/1BA	523	288	811	0.075235%
RYCROFT	306R	306R	1BR/1BA	563	349	912	0.080989%
RYCROFT	307R	307R	1BR/1BA	618	314	932	0.088901%
RYCROFT	308R	308R	0BR/1BA	324	203	527	0.046608%
RYCROFT	309R	309R	0BR/1BA	353	143	496	0.050780%
RYCROFT	310R	310R	0BR/1BA	391	265	656	0.056246%
RYCROFT	311R	311R	1BR/1BA	751	397	1,148	0.108033%
RYCROFT	312R	312R	2BR/2BA	976	575	1,551	0.140400%
RYCROFT	400D	00-MID	2BR/2BA	871	75	946	0.125296%
RYCROFT	401R	01-MID	2BR/2BA	990	86	1,076	0.142414%
RYCROFT	402R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	403R	03R	1BR/1BA	504	67	571	0.072502%

<b>Tower</b>	<b>Unit No.</b>	<b>Unit Type</b>	<b>Bed/Bath</b>	<b>Approx. Net Living Area (SF)</b>	<b>Approx. Balcony/Patio (SF)</b>	<b>Approx. Total Net Area (SF)</b>	<b>Residential Class Common Interest (%)</b>
RYCROFT	404R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	405R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	406R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	407R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	408R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	409R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	410R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	411R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	412R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	500R	00-MID	2BR/2BA	871	75	946	0.125296%
RYCROFT	501R	01-MID	2BR/2BA	990	86	1,076	0.142414%
RYCROFT	502R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	503R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	504R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	505R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	506R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	507R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	508R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	509R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	510R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	511R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	512R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	600R	00-MID	2BR/2BA	871	75	946	0.125296%
RYCROFT	601R	01-MID	2BR/2BA	990	86	1,076	0.142414%
RYCROFT	602R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	603R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	604R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	605R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	606R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	607R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	608R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	609R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	610R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	611R	11R	1BR/1BA	751	164	915	0.108033%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
RYCROFT	612R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	700R	00-MID	2BR/2BA	871	75	946	0.125296%
RYCROFT	701R	01-MID	2BR/2BA	990	86	1,076	0.142414%
RYCROFT	702R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	703R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	704R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	705R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	706R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	707R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	708R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	709R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	710R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	711R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	712R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	800R	00-MID	2BR/2BA	871	75	946	0.125296%
RYCROFT	801R	01-MID	2BR/2BA	990	86	1,076	0.142490%
RYCROFT	802R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	803R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	804R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	805R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	806R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	807R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	808R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	809R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	810R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	811R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	812R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	900R	00-MID	2BR/2BA	871	75	946	0.125296%
RYCROFT	901R	01-MID	2BR/2BA	990	86	1,076	0.142414%
RYCROFT	902R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	903R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	904R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	905R	05R	1BR/1BA	523	67	590	0.075235%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
RYCROFT	906R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	907R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	908R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	909R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	910R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	911R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	912R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	1000R	00-MID	2BR/2BA	871	75	946	0.125296%
RYCROFT	1001R	01-MID	2BR/2BA	990	86	1,076	0.142414%
RYCROFT	1002R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	1003R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	1004R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	1005R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	1006R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	1007R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	1008R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	1009R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	1010R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	1011R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	1012R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	1100R	00-MID	2BR/2BA	871	75	946	0.125296%
RYCROFT	1101R	01-MID	2BR/2BA	990	86	1,076	0.142414%
RYCROFT	1102R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	1103R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	1104R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	1105R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	1106R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	1107R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	1108R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	1109R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	1110R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	1111R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	1112R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	1200R	00-MID	2BR/2BA	871	75	946	0.125296%



Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
RYCROFT	1201R	01-MID	2BR/2BA	990	86	1,076	0.142414%
RYCROFT	1202R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	1203R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	1204R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	1205R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	1206R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	1207R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	1208R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	1209R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	1210R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	1211R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	1212R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	1300R	00-MID	2BR/2BA	871	75	946	0.125296%
RYCROFT	1301R	01-MID	2BR/2BA	990	86	1,076	0.142414%
RYCROFT	1302R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	1303R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	1304R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	1305R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	1306R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	1307R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	1308R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	1309R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	1310R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	1311R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	1312R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	1400R	00-MID	2BR/2BA	871	75	946	0.125296%
RYCROFT	1401R	01-MID	2BR/2BA	990	86	1,076	0.142414%
RYCROFT	1402R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	1403R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	1404R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	1405R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	1406R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	1407R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	1408R	08R	0BR/1BA	324	70	394	0.046608%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
RYCROFT	1409R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	1410R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	1411R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	1412R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	1500R	00-MID	2BR/2BA	871	75	946	0.125296%
RYCROFT	1501R	01-MID	2BR/2BA	990	86	1,076	0.142414%
RYCROFT	1502R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	1503R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	1504R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	1505R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	1506R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	1507R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	1508R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	1509R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	1510R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	1511R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	1512R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	1600R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	1601R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	1602R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	1603R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	1604R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	1605R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	1606R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	1607R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	1608R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	1609R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	1610R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	1611R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	1612R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	1700R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	1701R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	1702R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	1703R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	1704R	04R	1BR/1BA	569	70	639	0.081852%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
RYCROFT	1705R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	1706R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	1707R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	1708R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	1709R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	1710R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	1711R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	1712R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	1800R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	1801R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	1802R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	1803R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	1804R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	1805R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	1806R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	1807R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	1808R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	1809R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	1810R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	1811R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	1812R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	1900R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	1901R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	1902R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	1903R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	1904R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	1905R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	1906R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	1907R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	1908R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	1909R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	1910R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	1911R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	1912R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	2000R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	2001R	01R	2BR/2BA	990	172	1,162	0.142414%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/ Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
RYCROFT	2002R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	2003R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	2004R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	2005R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	2006R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	2007R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	2008R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	2009R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	2010R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	2011R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	2012R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	2100R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	2101R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	2102R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	2103R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	2104R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	2105R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	2106R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	2107R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	2108R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	2109R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	2110R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	2111R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	2112R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	2200R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	2201R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	2202R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	2203R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	2204R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	2205R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	2206R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	2207R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	2208R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	2209R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	2210R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	2211R	11R	1BR/1BA	751	164	915	0.108033%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
RYCROFT	2212R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	2300R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	2301R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	2302R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	2303R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	2304R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	2305R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	2306R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	2307R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	2308R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	2309R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	2310R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	2311R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	2312R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	2400R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	2401R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	2402R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	2403R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	2404R	04R	1BR/1BA	569	70	639	0.081852%
RYCROFT	2405R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	2406R	06R	1BR/1BA	563	66	629	0.080989%
RYCROFT	2407R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	2408R	08R	0BR/1BA	324	70	394	0.046608%
RYCROFT	2409R	09R	0BR/1BA	353	63	416	0.050780%
RYCROFT	2410R	10R	0BR/1BA	391	86	477	0.056246%
RYCROFT	2411R	11R	1BR/1BA	751	164	915	0.108033%
RYCROFT	2412R	12R	2BR/2BA	976	186	1,162	0.140400%
RYCROFT	2500R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	2501R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	2502R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	2503R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	2505R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	2507R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	2514R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	2516R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	2518R	18R	3BR/2BA	1,147	186	1,333	0.164999%

<b>Tower</b>	<b>Unit No.</b>	<b>Unit Type</b>	<b>Bed/Bath</b>	<b>Approx. Net Living Area (SF)</b>	<b>Approx. Balcony/Patio (SF)</b>	<b>Approx. Total Net Area (SF)</b>	<b>Residential Class Common Interest (%)</b>
RYCROFT	2519R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	2600R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	2601R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	2602R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	2603R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	2605R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	2607R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	2614R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	2616R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	2618R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	2619R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	2700R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	2701R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	2702R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	2703R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	2705R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	2707R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	2714R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	2716R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	2718R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	2719R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	2800R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	2801R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	2802R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	2803R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	2805R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	2807R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	2814R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	2816R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	2818R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	2819R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	2900R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	2901R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	2902R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	2903R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	2905R	05R	1BR/1BA	523	67	590	0.075235%

<b>Tower</b>	<b>Unit No.</b>	<b>Unit Type</b>	<b>Bed/Bath</b>	<b>Approx. Net Living Area (SF)</b>	<b>Approx. Balcony/Patio (SF)</b>	<b>Approx. Total Net Area (SF)</b>	<b>Residential Class Common Interest (%)</b>
RYCROFT	2907R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	2914R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	2916R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	2918R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	2919R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	3000R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	3001R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	3002R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	3003R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	3005R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	3007R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	3014R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	3016R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	3018R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	3019R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	3100R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	3101R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	3102R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	3103R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	3105R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	3107R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	3114R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	3116R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	3118R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	3119R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	3200R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	3201R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	3202R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	3203R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	3205R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	3207R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	3214R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	3216R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	3218R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	3219R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	3300R	00R	2BR/2BA	871	163	1,034	0.125296%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
RYCROFT	3301R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	3302R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	3303R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	3305R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	3307R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	3314R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	3316R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	3318R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	3319R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	3400R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	3401R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	3402R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	3403R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	3405R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	3407R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	3414R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	3416R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	3418R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	3419R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	3500R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	3501R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	3502R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	3503R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	3505R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	3507R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	3514R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	3516R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	3518R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	3519R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	3600R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	3601R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	3602R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	3603R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	3605R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	3607R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	3614R	14R	2BR/2BA	848	70	918	0.121987%



Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
RYCROFT	3616R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	3618R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	3619R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	3700R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	3701R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	3702R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	3703R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	3705R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	3707R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	3714R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	3716R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	3718R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	3719R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	3800R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	3801R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	3802R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	3803R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	3805R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	3807R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	3814R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	3816R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	3818R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	3819R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	3900R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	3901R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	3902R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	3903R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	3905R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	3907R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	3914R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	3916R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	3918R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	3919R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	4000R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	4001R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	4002R	02R	2BR/2BA	842	72	914	0.121124%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
RYCROFT	4003R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	4005R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	4007R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	4014R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	4016R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	4018R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	4019R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	4100R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	4101R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	4102R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	4103R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	4105R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	4107R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	4114R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	4116R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	4118R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	4119R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	4200R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	4201R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	4202R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	4203R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	4205R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	4207R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	4214R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	4216R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	4218R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	4219R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	4300R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	4301R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	4302R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	4303R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	4305R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	4307R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	4314R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	4316R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	4318R	18R	3BR/2BA	1,147	186	1,333	0.164999%

Tower	Unit No.	Unit Type	Bed/Bath	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Residential Class Common Interest (%)
RYCROFT	4319R	19R	2BR/2BA	1,074	164	1,238	0.154498%
RYCROFT	4400R	00R	2BR/2BA	871	163	1,034	0.125296%
RYCROFT	4401R	01R	2BR/2BA	990	172	1,162	0.142414%
RYCROFT	4402R	02R	2BR/2BA	842	72	914	0.121124%
RYCROFT	4403R	03R	1BR/1BA	504	67	571	0.072502%
RYCROFT	4405R	05R	1BR/1BA	523	67	590	0.075235%
RYCROFT	4407R	07R	1BR/1BA	618	92	710	0.088901%
RYCROFT	4414R	14R	2BR/2BA	848	70	918	0.121987%
RYCROFT	4416R	16R	2BR/2BA	872	72	944	0.125440%
RYCROFT	4418R	18R	3BR/2BA	1,147	186	1,333	0.164999%
RYCROFT	4419R	19R	2BR/2BA	1,074	164	1,238	0.154498%
<b>TOTAL</b>				<b>695,155</b>	<b>110,069</b>	<b>805,224</b>	<b>100.000000%</b>

**B. Commercial Unit Class Common Interest.** The following listed units are Commercial Units for purposes of the Declaration.

Tower	Unit No.	Unit Type	Approx. Net Living Area (SF)	Approx. Balcony/Patio (SF)	Approx. Total Net Area (SF)	Commercial Class Common Interest (%)
LIONA	L-101	Commercial	12,597	5,892	18,489	19.369573%
LIONA	L-102	Commercial	1,814	0	1,814	2.789267%
LIONA	L-201	Commercial	1,482	0	1,482	2.278773%
LIONA	L-202	Commercial	1,148	0	1,148	1.765203%
LIONA	L-203	Commercial	1,115	0	1,115	1.714461%
LIONA	L-204	Commercial	766	0	766	1.177827%
LIONA	L-205	Commercial	1,045	0	1,045	1.606827%
LIONA	L-206	Commercial	800	0	800	1.230107%
LIONA	L-207	Commercial	1,491	0	1,491	2.292612%
LIONA	L-208	Commercial	1,665	0	1,665	2.560160%
LIONA	L-209	Commercial	1,078	0	1,078	1.657569%
LIONA	L-210	Commercial	913	0	913	1.403859%
RYCROFT	R-101	Commercial	1,483	318	1,801	2.280311%
RYCROFT	R-102	Commercial	917	686	1,603	1.410010%
RYCROFT	R-103	Commercial	1,257	491	1,748	1.932805%
RYCROFT	R-104	Commercial	1,214	501	1,715	1.866687%
RYCROFT	R-105	Commercial	869	362	1,231	1.336204%

<b>Tower</b>	<b>Unit No.</b>	<b>Unit Type</b>	<b>Approx. Net Living Area (SF)</b>	<b>Approx. Balcony/ Patio (SF)</b>	<b>Approx. Total Net Area (SF)</b>	<b>Commercial Class Common Interest (%)</b>
RYCROFT	R-106	Commercial	1,268	522	1,790	1.949719%
RYCROFT	R-107	Commercial	1,306	538	1,844	2.008149%
RYCROFT	R-108	Commercial	935	117	1,052	1.437687%
RYCROFT	R-109	Commercial	671	97	768	1.031752%
RYCROFT	R-201	Commercial	2,578	1,304	3,882	3.964019%
RYCROFT	R-202	Commercial	1,678	353	2,031	2.580149%
RYCROFT	R-203	Commercial	1,559	255	1,814	2.397171%
RYCROFT	R-204	Commercial	1,194	368	1,562	1.835934%
RYCROFT	R-205	Commercial	2,738	545	3,283	4.210041%
COMMERCIAL	C-201	Commercial	5,095	0	5,095	7.834243%
COMMERCIAL	C-301	Commercial	5,696	0	5,696	8.758361%
COMMERCIAL	C-401	Commercial	5,696	0	5,696	8.758361%
COMMERCIAL	C-501	Commercial	2,967	2,795	5,762	4.562159%
<b>TOTAL</b>			<b>65,035</b>	<b>15,144</b>	<b>80,179</b>	<b>100.000000 %</b>

**C. Calculation of Class Common Interest.** The Residential Unit Class Common Interest is calculated based on dividing the approximate net living area of the Residential unit by the total approximate net living area of all Residential Units in the Project. The Commercial Unit Class Common Interest is calculated based on dividing the approximate net living area of the Commercial Unit by the total approximate living area of all Commercial 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 Rycroft Residential Unit 801R was increased by 0.000076%.

In order to permit the Commercial Unit Class Common interest to equal one hundred percent (100%), the Commercial Unit Class Common Interest attributable to Commercial Unit L-101 was increased by 0.000003%.

**END OF EXHIBIT A**

# EXHIBIT "A-1"

## PARKING STALL SUMMARY

RESIDENTIAL PARKING				
LEVEL	STANDARD	ACCESSIBLE	ELECTRIC VEHICLE	LEVEL PARKING COUNT
2.5	0	1 (EV ADA)	24 (incl. 1 EV ADA)	24
3	125	8	0	133
4	128	5	0	133
5	129	4	0	133
6	132	1	0	133
7	132	1	0	133
8	130	2	0	132
9	132	1	0	133
10	132	1	0	133
11	138	1	0	139
12	137	1	0	138
<b>TOTAL</b>	<b>1,315</b>	<b>25</b>	<b>24</b>	<b>1,364</b>

RESIDENTIAL GUEST PARKING				
LEVEL	STANDARD	ACCESSIBLE	ELECTRIC VEHICLE	LEVEL PARKING COUNT
2.5	47	2	0	49
<b>TOTAL</b>	<b>47</b>	<b>2</b>	<b>0</b>	<b>49</b>

COMMERCIAL PARKING				
LEVEL	STANDARD	ACCESSIBLE	ELECTRIC VEHICLE (EV)	LEVEL PARKING COUNT
1	17	9 (8 Van ADA; 1 EV ADA)	4 (incl. 1 EV ADA)	29
2	112	2	0	114
2.5	30	0	0	30
<b>TOTAL</b>	<b>159</b>	<b>11</b>	<b>4</b> (incl. 1 EV ADA)	<b>173</b>

CAR SHARE				
LEVEL	STANDARD	ACCESSIBLE	ELECTRIC VEHICLE	LEVEL PARKING COUNT
1	5	0	0	5
2.5	5	0	0	5
<b>TOTAL</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>10</b>

TOTAL RESIDENTIAL STALLS	1,364
TOTAL RESIDENTIAL GUEST STALLS	49
TOTAL RESIDENTIAL DROP OFF STALLS	4
TOTAL COMMERCIAL STALLS	173
TOTAL COMMERCIAL DROP OFF STALLS	4
TOTAL COMMERCIAL LOADING STALLS	15
TOTAL CAR SHARE	10

See Condominium Map for depiction and location of parking stalls.

## EXHIBIT "B"

### BOUNDARIES OF EACH UNIT

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

A. The Units shall be deemed to include: (i) all interior walls, doors, windows, window frames, and partitions that are not load bearing and that are located within the space bounded by the Unit's perimeter walls, including furred walls and chase areas, but not the perimeter walls themselves (ii) the interior decorated or finished surfaces of all doors, door frames, columns, and window frames of perimeter and party walls, (iii) the interior decorated or finished surfaces of all floors and ceilings, (iv) 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, (v) the air space surrounded by such walls, doors, door and window frames, floors and ceilings, (vi) all fixtures (if any) originally installed in the Unit, and any replacements thereof, and (vii) 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.

B. Each Residential Unit shall **not** be deemed to include the following: (a) the undecorated and unfinished surfaces of perimeter and party walls and doors, door frames, windows and window frames and any exterior surfaces thereof, (b) the interior load bearing walls and columns and their undecorated or unfinished surfaces, (c) any door or window frames located in the interior load bearing walls and their undecorated or unfinished surfaces, (d) any balconies, or walls, floors, and/or ceilings partially surrounding any balcony, (e) 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 (f) any Common Elements as provided in the Declaration.

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 discrepancies and/or errors in the descriptions or areas; provided that Developer shall record and/or file an amendment to the Declaration to reflect such modification; and further provided that Developer need not recalculate and readjust Common Interests of the Units impacted for such corrections to the areas.

## EXHIBIT "C"

### PERMITTED ALTERATIONS TO RESIDENTIAL UNITS

Capitalized terms have the meanings ascribed to such terms in the Declaration.

10. **IN GENERAL.** Subject to the FHA, and except as otherwise provided in the Declaration, alterations to the Project shall be governed by Article X of the Declaration. Said Article X does not apply to changes made by Developer when exercising the 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 in the Declaration 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, and with the consent of the Commercial Director. Promptly after the work is completed, the Association, Developer, or the Owner must file in the Office and record at the Bureau the amendment along with any necessary changes to the Condominium Map. Article X of the Declaration does not apply to **"nonmaterial additions and alterations"** as that term is used in Section 514B-140 of the Act. Nothing in this part: (1) authorizes any work or change that would jeopardize the soundness, safety or structural integrity of any part of the Project; (2) authorizes any work or change by an Owner that would materially change the uniform external appearance of the Project without the approval of the Board and the consent of the Commercial Director; (3) authorizes any work or change by the Board that would materially change the exterior of the Parking Structure or Towers without the consent of the Commercial Director; (4) prohibits the Board from making or requiring that an Owner make changes within any Unit or Limited Common Element appurtenant thereto as needed to comply with the fire code and all other laws that apply to the Project; and (5) prohibits Developer from completing the initial Project construction and Improvements.

11. **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.E of the Declaration, 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 Project Documents and the approvals required above, which approvals shall not be unreasonably withheld or delayed, to make any of the following changes, additions, and Improvements solely within the Owner's Unit or within a Limited Common Element appurtenant only to the Owner's Unit, at such Owner's sole cost and expense:

i. 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 balcony;

ii. To paint, paper, 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);



iii. 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;

iv. 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

v. 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 for the original Units and shall not affect the Common Interest or Class Common Interest appurtenant to any other Unit.

2. **WEIGHT RESTRICTION.** 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 the foregoing insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from and rigid part of the Towers, 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 be removed at the Owner's expense.

12. **BY COMMERCIAL UNIT OWNERS.** Owners of Commercial Units shall not change or cause a change to the exterior of the Units, or the Limited Common Elements appurtenant thereto without the prior written approval of the Board pursuant to Section X.E of the Declaration, and the prior written approval of Developer during the Development Period; provided that Owners of Commercial Units may install signage as permitted under Section X.I of the Declaration. 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.

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

1. To install, maintain, remove, and rearrange non-load bearing walls and partitions within the Unit from time to time;
2. To finish, alter, or substitute any plumbing, electrical, or other fixtures attached to the ceilings, floors, or walls as appropriate for the use of the Unit and to tie into utility lines connecting to the Unit;
3. To decorate, paint, repaint, wallpaper or otherwise change the appearance of any walls, floors, and ceilings within the Unit;
4. To make such changes, additions, and Improvements to the Unit or Limited Common Elements appurtenant solely thereto to facilitate handicapped accessibility to and within the Unit or Limited Common Elements;
5. To consolidate two (2) Units owned by the same Owner; provided that any intervening walls removed are not load-bearing or structural walls, and to install doors, stairways and other Improvements in the intervening wall and/or make other commercially reasonable additions. The Owner must ensure that the structural integrity of the Commercial Units, Limited Common Elements appurtenant thereto, and the building will not be adversely affected; the finish of the remaining Common Elements are restored to substantially the same condition as prior to removal; and all construction activity is completed within a reasonable time. The Common Interest of any newly-created Unit shall be the aggregate of the two (2) initially separate Units; and
6. Subject to any zoning or building code requirements, to subdivide any Unit to create two (2) or more Units, designate which Limited Common Elements that were solely appurtenant to the subdivided Unit will be appurtenant to the Subdivided Units resulting from the subdivision, and convert parts of the existing Unit to Common Element status to facilitate the subdivision. The total of the Common Interest for the newly-created Subdivided Units must be equal to the Common Interest of the Unit that was subdivided. If an Owner subdivides a Unit, the Owner may decide whether one (1) or more than one (1) resulting Subdivided 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 Subdivided Units.

Any material addition or alteration to a Commercial Unit or Limited Common Element appurtenant thereto shall require the approval of the Board only if the proposed addition or alteration, as reasonably determined by a majority of the Board, could jeopardize the soundness or safety of the Project, impair any easement, or interfere with or deprive any non-consenting Owner of the use or enjoyment, or structural integrity, of any part of the Common Elements, or is not consistent with the Project Quality Standard. The issuance of a building permit by the County for the material addition or alteration shall be conclusive evidence that the addition or alteration would not jeopardize the soundness, safety or structural integrity of the Project.

\* \* \* \* \*

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 meanings ascribed to such terms in the Declaration.

#### **1. PROJECT; IN GENERAL.**

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

2. **RIGHT TO SELL, LEASE OR RENT.** Subject to those certain prohibitions on uses set forth in the Declaration, 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 Project 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 thirty (30) 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 for affordable units, such Owner's right to sell, rent, lease, or otherwise transfer such Unit is also subject to the requirements set forth in the Affordable Housing Agreement; and (g) no Residential Unit or Commercial Unit may be utilized for hotel purposes. Further, no Owner, or any agent of an Owner, shall engage in a circumvention of the foregoing requirements by systematically permitting the cancellation of an authorized lease, thereby effectively permitting the 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 Project Documents and, in the event of foreclosure, the provisions of the Project 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 Project Documents, no breach of the provisions contained in the Declaration, 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 Project Documents. An Owner shall be responsible for any damage or loss to the Common Elements or other Units caused by the Owner or 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 or restrictions or covenants, 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 shall be paid by the Owner of such Commercial Unit.

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

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

**1. RESIDENTIAL USE.** Except as provided in the Declaration, Residential Units and their appurtenant Limited Common Elements shall be used exclusively for residential purposes. Notwithstanding the foregoing, a home-based business may be maintained within a Residential Unit, provided that: (a) such maintenance and use is limited to the person actually residing in the Residential Unit; (b) no employees or staff other than a person actually residing in the Residential Unit are utilized; (c) no clients or customers of such business visit the Residential Unit; (d) the number of persons, other than employees, clients, or customers (which are addressed in (b) and (c) above), that shall visit such business, and the frequency of such visits, shall be kept to a reasonable minimum, as determined in the sole discretion of the Board; (e) such maintenance and use is in strict conformity with the provisions of any applicable law; (f) 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 of Hawaii 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.

Pursuant to the Permit, fifteen percent (15%) of the total number of Residential Units in the Project shall be sold as affordable units, the duration of affordability for which is a minimum of thirty (30) years, unless a lesser period is permitted (for purposes of this Section, "**Restrictive Period**"), to households meeting the applicable income and other eligibility requirements set forth in said Permit. Upon the expiration of the Restrictive Period, the Owner(s) of the affordable units may offer said Units for sale at then-current market rates.

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 Residential 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 balcony. 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 either, 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 and their Limited Common Elements, or any portion of either, 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. The Residential Units and their Limited Common Elements, or any portion of either, 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 Residential Unit for less than a thirty (30) day period of time. Furthermore, the Residential Units and their Limited Common Elements, or any portion of either, shall not be used for transient or hotel purposes, which are defined as (a) rental for any period less than thirty (30) days, or (b) any rental in which the Occupants of the Residential Unit are provided customary hotel or rental services. The foregoing restrictions are collectively referred to as "Occupancy Restrictions." The Occupancy Restrictions may be enforced by Developer, the Association, the Site Manager, the Resident Manager, or the Managing Agent.*

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

**5. USE OF RECREATIONAL AMENITIES; RECREATIONAL DECK.** The Recreational Amenities, including those Recreational Amenities located on the Recreational Deck and the dog park located on level 1 of the Parking Structure, are Residential Limited Common Elements. Except as otherwise provided in the Declaration, 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 Project 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 Occupant (or Owner's or Occupant's invitees), nor shall any Owner charge a fee for others to utilize the Recreational Amenities or Recreational Deck, 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, 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 the 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.**

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 Project Documents 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 in 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.

2. **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 upon approval by Developer, and thereafter, by the Board;
- 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; and

xiii. 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 the consent of a Majority of the Commercial Unit Class.

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

2. **NO RIGHT TO OBSTRUCT THE COMMON ELEMENTS.** Subject to the Developer's Reserved Rights and subject to Developer's ability to obstruct such areas in the exercise of its Developer's Reserved Rights, no Owner or Occupant may place, store, or maintain on walkways, 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 area that is a Limited Common Element, or storing them on a Limited Common Element balcony 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 Owners' 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, 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 Project 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.

7. **SEPARATION, COMBINATION OF UNITS; TRANSFER OF INTEREST.** Subject to the Developer's Reserved Rights set forth in the Declaration, no Owner may partition or separate a Unit or the legal rights comprising ownership of a Unit from any other part thereof, nor shall an Owner combine a Unit with any portion of another Unit; provided that an Owner may consolidate Units pursuant to Section X.B.1.e 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, parking area, or storage room as provided in Section XV.A.3 of the Declaration and Section 514B-40 of the Act; or (4) prevent the lease, sublease, or rental of portions of a Commercial Unit. Except as provided in clauses (1) and (4) above, every sale, assignment, conveyance, transfer, gift, devise, bequest, hypothecation, encumbrance, or other disposition of a Unit, or any part thereof, shall be presumed to be a disposition of the entire Unit, together with all appurtenant rights and interests created by law or by the Project 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 Americans with Disabilities Act (42 U.S.C. §§ 12101 et seq.), as amended ("ADA"). All such areas required to be ADA compliant, as well as all Improvements therein, must at all times comply with the ADA, as well as all other laws, ordinances, building codes, rules, regulations, orders and directives of any governmental authority having jurisdiction now or in the future applicable to such ADA areas.

9. **NUISANCES** No nuisances shall be allowed in the Units which is a source of annoyance to the Owners or Occupants of other Units or which interferes with the peaceful possession or proper use of the Units by its Owners or Occupants. Notwithstanding the foregoing, the Commercial Units may be used in accordance with Section VI.D.1 of the Declaration, 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 in the Declaration 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 Residential Unit Limited Common Element balcony appurtenant to the Residential Unit, in the Residential Limited Common Elements, or in any Common Element, unless prior written approval is received from the Board. The Commercial Units shall have the right to affix signs to

any portion of the Commercial Unit and the 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 without the prior written approval of the Board.

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 "assistance animal."

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

14. **RIGHTS OF THE BOARD.** Except as may otherwise be provided in the Declaration, 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.N.2 of the Declaration, 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.

15. **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, parking area, or storage room as provided in Section XV.A.3 of the Declaration and Section 514B-40 of the Act.

16. **NON-APPLICABILITY TO DEVELOPER.** Notwithstanding anything provided in the Declaration to the contrary, as long as there are unsold Units in the Project, the provisions of Article VI of the Declaration shall not apply to the Units owned by Developer, or their successors and assigns, or the Limited Common Elements appurtenant thereto, or to any Improvements proposed or made by Developer or its successors or assigns or its affiliates in connection with its development, construction, promotion, marketing, sales, or leasing of any Unit or any portion of the Project.

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

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL SPECIAL USE RESTRICTIONS 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 meanings ascribed to such terms in the Declaration.

1. **COMMON ELEMENTS.** One freehold estate is designated in all portions of the Project not otherwise defined as a "Unit", in the Declaration 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 set forth in the Declaration affecting the Land;

2. The Building Structure;

3. 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, 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;

4. All hallways, stairways, corridors, areas or rooms, including, without limitation, areas or rooms housing the items described in paragraph 3, above, storage rooms and areas, mechanical equipment, maintenance and utility rooms and areas, restrooms, trash rooms, areas and receptacles, and 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;

5. The driveway leading from Rycroft Street to level 1 of the Parking Structure ("**Rycroft Driveway**") and the driveway leading from Liona Street to level 1 of the Parking Structure, the ramps, drive aisles, and through areas in the Parking Structure located on levels 1 through 2.5 designated as "Common Element" on the Condominium Map, the interior surfaces of the walls, ceilings, and floors of such ramps, drive aisles, and through areas, and any signage, decorative façade, or Improvement attached thereto;

6. All sidewalks and exterior common walkways on level 1 of the Project, including, without limitation, any landscaping thereon, designated as "Common Element" on the Condominium Map;

7. The bicycle spaces designated with a "S" adjacent to level 1 of the Liona Tower, designated as "Common Element" on the Condominium Map;

8. The exterior surfaces of the Parking Structure and Towers, including, without limitation, any louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto; provided, however, that that the Recreational Deck on the roof of the Parking Structure and any

Limited Common Element louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto shall be Residential Limited Common Elements;

9. The open area park located at the corner of Rycroft Street and Keeaumoku Street ("**Park**");

10. All of the Limited Common Elements described in Section II.D of the Declaration; and

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

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

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

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

ii. All utility, maintenance and work rooms, closets and facilities, storage, trash, electrical, mechanical and telecommunication rooms, fire protection and security rooms, accessory equipment areas, storage 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;

iii. [INTENTIONALLY OMITTED];

iv. The drive aisles and through areas located on levels 1 and 2 of the Parking Structure and the interior surfaces of the walls, ceilings, and floors of such drive aisles and through areas and any signage, decorative façade, or Improvement attached thereto;

v. Any Improvements located in or on levels 1 through 2.5 of the Parking Structure, including, without limitation, any elevator servicing levels 1 and 2 of the Parking Structure, unless otherwise described in the Declaration or designated on the Condominium Map;

vi. The parking stalls located on levels 1 through 2.5 of the Parking Structure and designated as "Commercial Limited Common Element" on the Condominium Map, including, without limitation, the electric vehicle parking stalls and charging stations installed therein (if any) and the car share parking stalls;

vii. All loading stalls on level 1 of the Parking Structure and level 1 of the Rycroft Tower;

viii. The bicycle spaces located on level 1 of the Parking Structure and adjacent to level 1 of the Rycroft Tower, designated with an "L" and depicted on the Condominium Map as "Commercial Limited Common Element";

ix. The drop off stalls designated on the Condominium Map as "Commercial Limited Common Element";

x. The lobby and mail room located on level 1 of the Commercial Tower;

xi. The elevators, elevator vestibules, and elevator lobbies and stairways located in the Commercial Tower;

xii. The trash rooms and chutes, if any, that service only the Units in the Commercial Tower or the Limited Common Elements appurtenant thereto;

xiii. The commercial office located on level 2 of the Liona Tower;

xiv. Any portion of the roofs of the Towers and the mechanical equipment areas or stairways thereon servicing only the Commercial Units and/or the Limited Common Elements appurtenant thereto; and

xv. Any other area described as "Commercial Limited Common Element" in the Declaration or on the Condominium Map.

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

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

Residential Units or the Limited Common Elements appurtenant thereto and serve none of the Commercial Units or the Limited Common Elements appurtenant thereto;

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

iii. The ramp going from level 2.5 to level 12 of the Parking Structure and the drive aisles and through areas in the Parking Structure located on levels 2.5 through 12 designated as "Residential Limited Common Elements" on the Condominium Map, including the interior surfaces of the walls, ceilings, and floors thereof and any signage, decorative façade, or Improvement attached thereto;

iv. The electric vehicle parking stalls and charging stations installed therein (if any) and guest parking stalls located on level 2.5 of the Parking Structure and designated as "Residential Limited Common Element" on the Condominium Map;

v. The Recreational Deck located on the roof of the Parking Structure and any louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto, the Recreational Amenities located on said Recreational Deck, which may include a pool, barbeque areas, open passive recreation spaces, a theater, a fitness center, party rooms, restrooms, and other amenities, and any other Improvement located on the Recreational Deck, excluding any electrical and/or mechanical equipment or area that does not exclusively service the Residential Units or the Limited Common Elements exclusively appurtenant thereto, and the dog park located on level 1 of the Parking Structure;

vi. The community center located on level 2 of the Liona Tower ("Community Center");

vii. The administration office located on level 2 of the Liona Tower; and

viii. The residential lobbies and reception areas, restrooms, and mail and parcel rooms located on level 1 of the Residential Towers;

ix. The drop off stalls designated on the Condominium Map as "Residential Limited Common Element";

x. The elevators, elevator vestibules, and elevator lobbies and stairways that service only the Residential Units and the Limited Common Elements appurtenant thereto;

xi. The trash rooms and chutes that service only the Residential Units or the Limited Common Elements appurtenant thereto;

xii. The common hallways or corridors located on levels 3 through 44 of the Residential Towers;

xiii. All common walkways leading from levels 2.5 through 12 and the rooftop of the Parking Structure to the Liona Tower;



xiv. Any and all decorative elements that 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;

xv. The bicycle spaces located on levels 1 through 2.5 of the Parking Structure, adjacent to level 1 of the Liona Tower, and adjacent to level 1 of the Rycroft Tower, designated with an "L" and depicted on the Condominium Map as "Residential Limited Common Element";

xvi. Any portion of the roofs of the Towers and the mechanical equipment areas or stairways thereon servicing only the Residential Units and/or the Limited Common Elements appurtenant thereto; and

xvii. Any other area described as "Residential Limited Common Element" in the Declaration 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) or more, but less than all, of the Units in a Unit Class.

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

(i) 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;

(ii) Any balcony affixed 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;

(iii) The parking stall(s) (designated by a number or by a number, a "P," and a number) and parking areas (designated by a number and an "A"), located on level(s) 3, 4, 5, 6, 7, 8, 9, 10, 11, and/or 12 of the Parking Structure, depicted on the Condominium Map, and assigned to each Residential Unit in **Exhibit "B"** to the Declaration; and

(iv) The storage room(s) (designated by "S" and a number) identified and depicted on the Condominium Map and assigned to a Residential Unit in **Exhibit "B"** to the Declaration, if any;

(v) Rycroft Residential Unit No. 801R shall have appurtenant thereto each of the Unit Limited Common Element parking stall(s) and parking area(s) located on levels 3 through 12 of the Parking Structure that are not specifically assigned to another Unit in **Exhibit "B"** to the Declaration, or any subsequent amendment to the Declaration, and all other areas designated as "Unit Limited Common Element" appurtenant to a Residential Unit on the Condominium Map and not specifically assigned to a Residential Unit in the Declaration, including in **Exhibit "B"** to the

Declaration, on the Condominium Map, or any subsequent amendment to the Declaration or the Condominium Map;

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

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

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

(i) Any doorstep, stoop, doors, and windows or other fixtures designed to serve only the Commercial Unit(s) located outside the boundaries of, but adjoining and providing access specifically to, the Commercial Unit;

(ii) Any patio and/or balcony affixed to a Commercial Unit and depicted on the Condominium Map as solely appurtenant thereto, including, without limitation, the decorated or finished interior surfaces of the perimeter or party walls and ceilings, if any, 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 (if any), ceiling (if any), and floors;

(iii) Commercial Unit Nos. R-101 through and including R-108 shall have appurtenant thereto the hallway adjacent to said Units and depicted on the Condominium Map as "Unit Limited Common Element" appurtenant to the Commercial Units;

(iv) Commercial Unit Nos. L-101 and L-102 shall have appurtenant thereto the hallway adjacent to said Units and depicted on the Condominium Map as "Unit Limited Common Element" appurtenant to the Commercial Units;

(v) Commercial Unit Nos. R-201 through and including R-205 shall have appurtenant thereto the hallway adjacent to said Units and depicted on the Condominium Map as "Unit Limited Common Element" appurtenant to the Commercial Units;

(vi) Commercial Unit No. L-101 shall have appurtenant thereto the mechanical room located on level 1 of the Liona Tower and depicted on the Condominium Map as "Unit Limited Common Element" appurtenant to the Commercial Unit;

(vii) Commercial Unit Nos. R-101 through and including R-104 shall have appurtenant thereto the mechanical room located on level 1 of the Rycroft Tower and depicted on the Condominium Map as "Unit Limited Common Element" appurtenant to the Commercial Units;

(viii) Commercial Unit No. L-102 shall have appurtenant thereto each of the Commercial Unit Limited Common Element parking area(s) and storage room(s) that are not specifically assigned to another Unit in the Declaration, including **Exhibit "B"** to the Declaration, or any subsequent amendment to the Declaration;

(ix) Any chute, flue, duct, wire, conduit, drain, or any other fixture serving one or more, but not all, Commercial Units, shall be a Commercial Unit Limited Common Element appurtenant to the Commercial Unit(s) that such chute, flue, duct, wire, conduit, drain, or other fixture serves;

(x) Any louver, trellis, screening, paneling, signage, decorative façade, or Improvement affixed to the exterior of the Commercial Unit;

(xi) Commercial Unit No. C-501 shall have appurtenant thereto the adjacent lower roof area on level 5 of the Commercial Tower designated as "Unit Limited Common Element" on the Condominium Map;

(xii) The storage room(s) (designated by either an "L" or "R" followed by "S" and a number) identified and depicted on the Condominium Map and assigned to a Commercial Unit in **Exhibit "B"** to the Declaration, if any;

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

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

\* \* \* \* \*

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

**EXHIBIT "F"**

**ENCUMBRANCES AGAINST TITLE**

1. Real Property Taxes, if any, that may be due and owing.
2. Mineral and water rights of any nature.
3. -AS TO LOT 77:- (now known as Lot 7)  
  
DESIGNATION OF EASEMENT "G"  
  
PURPOSE : sewer and water line rights  
SHOWN : on Map 11, as set forth by Land Court Order No. 13086, filed August 10, 1954.
4. -AS TO LOT 79-A-1:- (now known as Lot 9)  
  
DESIGNATION OF EASEMENT "H"  
  
PURPOSE : sewer and water line rights  
SHOWN : on Map 11, as set forth by Land Court Order No. 13086, filed August 10, 1954.
5. -AS TO LOT 79-B AND LOT 80-B:- (now known as Lot 10 and Lot 12)  
  
Access Rights in favor of Lots 77, 78, 80-A, 80-C and 80-D, as set forth by Land Court Order No. 13669, filed April 19, 1955.
6. -AS TO LOT 80-A:- (now known as Lot 11)  
  
DESIGNATION OF EASEMENT "J"  
  
SHOWN : on Map 14, as set forth by Land Court Order No. 13669, filed April 19, 1955.
7. The terms and provisions contained in the following:  
  
INSTRUMENT : DEED  
  
DATED : December 20, 2007  
FILED : Land Court Document No. 3694408  
RECORDED : Document No. 2007-219059
8. -AS TO LOT 81 AND LOT 83:- (now known as Lot 4 and Lot 2)  
  
DESIGNATION OF EASEMENT "K"  
  
SHOWN : on Map 15, as set forth by Land Court Order No. 13718, filed May 6, 1955.
9. -AS TO LOT 81:- (now known as Lot 4)  
  
(A) Access rights in favor of Lot 83, as set forth by Land Court Order No. 13718, filed May 6, 1955.

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

INSTRUMENT : DEED  
DATED : December 20, 2007  
FILED : Land Court Document No. 3694409

10. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF CONDITIONAL USE PERMIT UNDER  
SECTION 4.40-21 OF THE LAND USE ORDINANCE (LUO)  
DATED : April 15, 1992  
FILED : Land Court Document No. 1921902  
RECORDED : Document No. 92-095619

11. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF CONDITIONAL USE PERMIT UNDER  
SECTION 21-5.380 OF THE LAND USE ORDINANCE (LUO)  
DATED : December 14, 2009  
FILED : Land Court Document No. 3928296  
RECORDED : Document No. 2009-198030

12. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME OF  
THE PARK ON KE'EAUMOKU  
DATED : March 18, 2021  
FILED : Land Court Document No. T-11447231  
RECORDED : Document No. A-77950540  
  
MAPS : 2500 filed in the Office of the Assistant Registrar of the Land Court,  
and 6225 recorded in the Bureau of Conveyances, and any  
amendment thereto

Said Declaration was amended by instrument dated April 12, 2023, recorded as Document No. A-85040110.

ASSIGNMENT OF DEVELOPER'S RIGHTS dated April 12, 2023, recorded as Document No. A-85040109 in favor of KEEAUMOKU DEVELOPMENT OWNER, LLC, a Delaware limited liability company.

COLLATERAL ASSIGNMENT OF DEVELOPER'S RIGHTS dated April 12, 2023, recorded as Document No. A-85040113, in favor of SCP HI LENDER LLC, a Delaware limited liability company.

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF THE PARK ON KE'EAUMOKU AND AMENDED AND RESTATED CONDOMINIUM MAP dated December 22, 2023, recorded as Document No. A-88040646.

13. The terms and provisions in the following:

INSTRUMENT : BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF THE  
PARK ON KE`EAUMOKU

DATED : March 18, 2021  
FILED : Land Court Document No. T-11447232  
RECORDED : Document No. A-77950541

14. The terms and provisions in the following:

INSTRUMENT : THE PARK ON KE`EAUMOKU AFFORDABLE HOUSING  
AGREEMENT

DATED : October 5, 2022  
RECORDED : Document No. A-83200147

15. That certain pending lawsuit, styled Hae Sook Suh, as Plaintiff, v. Ke'eumoku Development, LLC, et. al., as Defendants, filed June 25, 2021, in the Circuit Court of the First Circuit, City and County of Honolulu, Hawaii, as Case No. 1CCV-21-0000828, as may be amended from time to time ("Pending Litigation 1"), including any consolidated cases or appeals related thereto or arising therefrom, and any future lawsuit filed by the same Plaintiff, or any party claiming by or through the Plaintiff, and based upon the same or substantially similarly allegations underlying the Pending Litigation ("Future Direct Lawsuit 1"), including any appeals related to or arising from any Future Direct Lawsuit 1, together with any consequences adverse to the Title arising from Pending Litigation 1 or Future Direct Lawsuit 1.
16. That certain pending lawsuit, styled Edward Halealoha Ayau, as Plaintiff v. State of Hawai'i, Ke'eumoku Development, LLC, City and County of Honolulu, et. al., as Defendants, filed on February 27, 2023, in the Circuit Court of the First Circuit, City and County of Honolulu, Hawaii, as Case No. 1CCV-23-0000248, as may be amended from time to time ("Pending Litigation 2"), including any consolidated cases or appeals related thereto or arising therefrom, and any future lawsuit filed by the same Plaintiff, or any party claiming by or through the Plaintiff, and based upon the same or substantially similar allegations underlying Pending Litigation 2 ("Future Direct Lawsuit 2"), including any appeals related to or arising from Future Direct Lawsuit 2, together with any consequences adverse to the Title arising from the Pending Litigation 2 or Future Direct Lawsuit 2.
17. MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING
- MORTGAGOR : KEEAUMOKU DEVELOPMENT OWNER, LLC, a Delaware limited liability company
- MORTGAGEE : SCP HI LENDER LLC, a Delaware limited liability company
- DATED : April 12, 2023  
RECORDED : Document No. A-85040111  
AMOUNT : \$440,000,000.00

18. ASSIGNMENT OF LEASES AND RENTS

ASSIGNOR : KEEAUMOKU DEVELOPMENT OWNER, LLC, a Delaware  
limited liability company

ASSIGNEE : SCP HI LENDER LLC, a Delaware limited liability company

DATED : April 12, 2023

RECORDED : Document No. A-85040112

AMOUNT : \$440,000,000.00

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

20. Rights of purchasers, and those claiming through them, arising from unrecorded condominium unit sales contracts affecting the land

## **EXHIBIT "G"**

### **RESERVED RIGHTS OF DEVELOPER**

Capitalized terms have the meanings ascribed to such terms in the Declaration.

Among other rights, Developer will have the following reserved rights with respect to the Project, which are more particularly set forth in the Declaration, Bylaws, House Rules and Sales Contract & Deposit Receipt. The following is a brief summary only, and purchasers should refer to the Declaration, Bylaws, House Rules, and Sales Contract & Deposit Receipt for more specifics.

#### **DECLARATION**

##### **I. RIGHT TO APPOINT AND REMOVE THE OFFICERS AND DIRECTORS; DEVELOPER CONTROL PERIOD.**

Notwithstanding anything contained in the 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 Article XLIV of the Declaration. 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, files/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 filed/recorded instrument executed by Developer, be approved by Developer before they become effective. Said Article of the Declaration shall not be amended without the prior written consent of Developer and Project Lender, if any.

##### **II. RESERVED RIGHT TO GRANT AND RECEIVE EASEMENTS.**

Notwithstanding anything in the Declaration to the contrary, to and until December 31, 2041, Developer hereby reserves the right to delete, cancel, relocate, realign, reserve, designate, grant, and receive any and all easements and rights of way over, under, through, across, and upon the Project, or involving adjacent or neighboring parcels of land or adjacent or neighboring condominium projects, deemed necessary or desirable for the Project 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. 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 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 and rights of way as Developer



deems appropriate in its sole discretion. Any easement 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.

### **III. RESERVED RIGHT TO ALTER, SUBDIVIDE, AND CONSOLIDATE UNITS AND/OR CONSTRUCT IMPROVEMENTS WITHIN SAID UNITS AND/OR THEIR LIMITED COMMON ELEMENTS.**

Notwithstanding anything in the Declaration provided to the contrary, and except as otherwise provided by law, to and until December 31, 2041:

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 (2) or more Units provided that the total Common Interest appurtenant to the newly-created Units shall equal the Common Interest appurtenant to the original Unit; (3) cause the consolidation of any Units which it owns at any time; (4) convert certain portions of any existing Unit to Limited Common Element status 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 and Residential Directors on the Board.

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.

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:

If necessary, Developer shall file/record or cause to be filed/recorded an amendment to the 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;

Developer shall file/record or cause to be filed/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

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, 2041, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other persons, execute and file/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 rights, powers or privileges in the Declaration reserved to Developer. To the extent permitted by applicable law, this Article shall not be amended without the prior written consent of Developer.

#### **IV. RESERVED RIGHT TO INSTALL AND MAINTAIN COMMUNITY SYSTEMS AND TO RECEIVE REVENUE THEREFROM.**

Notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2041, Developer hereby reserves the right 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. So long as the installation of the Community Systems does not interfere with or impair the Project Quality Standard, the installation of the 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 Towers or Parking Structure constituting a material change, or necessitate an amendment to the Condominium Map. All profits or expenses directly attributable to the Community Systems shall be distributed or charged directly to the Unit to which the Community Systems are appurtenant.

#### **V. RESERVED RIGHT NOT TO DEVELOP AND/OR CONSTRUCT ALL OF THE RECREATIONAL AMENITIES AND TO MODIFY, RELOCATE, RECONFIGURE, AND REMOVE RECREATIONAL AMENITIES.**

Notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2041, 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 the 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.

#### **VI. RESERVED RIGHT TO INSTALL DEVELOPER'S SIGNAGE.**

Notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2041, 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 Limited Common Elements appurtenant to more than one (1) Residential Unit; 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.

#### **VII. RESERVED RIGHT TO MODIFY PROJECT AND TO AMEND PROJECT DOCUMENTS.**

Notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2041, Developer hereby reserves the right to effect such modifications to Units and Common Elements in the Project and/or to execute, file/record, and deliver any amendments to the Project Documents promulgated hereunder, as may be necessary or appropriate to effect compliance by the Project, the Association, or Developer, with laws that 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 Project Lender, or any successor to or assignee of Project Lender, by any institutional Lender lending funds secured by the Project or any of the Units, or by any governmental agency.

#### **VIII. RESERVED RIGHT TO CONVERT LIMITED COMMON ELEMENTS TO UNITS.**

Notwithstanding anything in the Declaration provided to the contrary, and except as otherwise provided by law, to and until December 31, 2041:

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.

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:

Developer shall file/record or cause to be filed/recorded an amendment to the 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 ensure 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;

Developer shall file/record or cause to be filed/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

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, 2041, and Developer may, without being required to obtain the consent or joinder of any Owner, lien holder or other persons, execute, deliver, and file/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.

#### **IX. RESERVED RIGHT TO RECHARACTERIZE AND REDESIGNATE LIMITED COMMON ELEMENTS AND/OR CHANGE THE USE THEREOF.**

Notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2041, Developer hereby reserves the 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 or Commercial Limited Common Elements, if all Residential Units and Commercial Units, respectively, are owned by Developer, as being Common Elements of the Project, thus giving up or waiving the exclusive use of such area or areas; and/or (b) redesignate all or a portion of 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; and/or (c) redesignate a portion of the Residential Limited Common Elements or Commercial Limited Common Elements, specifically including, without limitation, any Residential Limited Common Element and Commercial Limited Common Element electric vehicle parking stalls and charging stations installed therein (if any), if all Residential Units and Commercial Units, respectively, 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, 2041, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other persons, execute, deliver, and file/record any deed and/or amendments to the 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.

#### **X. RESERVED RIGHT TO CONVEY PROPERTY TO THE ASSOCIATION.**

Notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2041, 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, 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 the 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.

#### **XI. RESERVED RIGHT TO CONDUCT SALES ACTIVITIES.**

Notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2041, 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, and use of the Commercial Limited Common Elements 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 right shall include the right of Developer to temporarily, reasonably restrict access to such Common Elements and 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, 2041, Developer shall have the right to conduct sales activities on 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 on the Project. 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.

## **XII. RESERVED RIGHT TO CONSOLIDATE, SUBDIVIDE, AND WITHDRAW LAND.**

Notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2041, 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 the Declaration, and convey or cause the conveyance of said withdrawn Subdivided Lots to itself or to a third-party as it deems appropriate. This right to subdivide and withdraw shall include, without limitation, the right to subdivide and withdraw from this Project certain portions of the Land, as depicted on the Condominium Map.

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) filing and 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) filing and 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 the 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 file in said Office and record at said 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 filing of the amendment to the 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 file/record a deed of any subdivided and withdrawn area upon filing 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 the Declaration.

### **XIII. RESERVED RIGHT TO LEASE OR TRANSFER COMMERCIAL UNITS AND THEIR LIMITED COMMON ELEMENTS.**

Notwithstanding anything provided in the Declaration to the contrary, to and until December 31, 2041, Developer hereby reserves the right, but not the obligation, as the Owner of a Commercial Unit, to lease or transfer ownership of any of the Commercial Units owned by Developer to the Association or to a third-party, and to redesignate any Limited Common Element solely appurtenant to such Unit to a Unit



owned by the Association or a third-party, and, if all Commercial Units are owned by Developer, to redesignate Commercial Limited Common Elements as Common Element or Residential Limited Common Element, and to the extent necessary or required, to amend the Declaration and Condominium Map to effect the same. Upon transfer to the Association, the Association shall accept ownership of such Commercial Unit together with any appurtenant Limited Common Element(s) "AS IS" by way of a quitclaim deed. In the event the Commercial Unit is transferred or leased to the Association or a third-party, at such time, the Association or such third-party shall assume the cost of maintenance of all such Limited Common Element areas and the Common Expense in proportion to the percentage common interest set forth in **Exhibit "B"** attributable to such Commercial Unit. Developer further reserves the right to retain administrative and management control over such areas, unless such right is otherwise delegated to the Association or such third-party buyer at the time of such transfer. In the event that any Commercial Unit is ever transferred or leased to the Association or to a third-party and the Association or such third-party thereafter but prior to and including December 31, 2041, desires to offer such Commercial Unit for sale or lease, Developer shall be given the first right of refusal to reacquire or to lease such Commercial Unit under the same terms and conditions (including financing terms) as may be offered to or by such bona fide third-party. Accordingly, the Association or such third-party Owner desiring to sell or lease the Commercial Unit must first notify Developer in writing of its intent to list, sell, or lease the Commercial Unit. The Association's or such third-party Owner's written notice to Developer must include the proposed listing, offer price, or rental rate and general terms of the proposed listing, sale, or lease. Upon receipt of such written notice, Developer shall have fifteen (15) calendar days within which to notify the Association or such third-party Owner in writing as to whether Developer elects to exercise its right of first refusal set forth in the Declaration. If Developer elects to exercise its right of first refusal, closing shall occur no later than sixty (60) calendar days after Developer notifies the Association or such third-party Owner in writing (within such fifteen (15) calendar day period) of its decision to purchase the Commercial Unit. If Developer elects not to exercise its right of first refusal or fails to notify the Association or such third-party Owner in writing of Developer's election to exercise its right of first refusal within such fifteen (15) calendar day period, the Association or such third-party Owner shall be entitled, for a period of seven (7) months thereafter, to list the Commercial Unit with a real estate broker or the Commercial Unit to a third-party for a price equal to or greater than the price offered to Developer without further notice to Developer.

The right to convey such Commercial Unit to the Association and for the Association to accept ownership thereof and/or to redesignate Limited Common Elements solely appurtenant to said Commercial Unit or Commercial Limited Common Elements to a Unit owned by the Association or to Residential Limited Common Element or Common Element, and, to the extent necessary, to amend the Declaration to effect the same, shall occur no later than December 31, 2041. Developer, as the Owner of a Commercial Unit, has the right for the duration of its ownership to convey the Unit to third parties, which right shall continue notwithstanding that December 31, 2041 may have passed. Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other Persons, execute, deliver, and file/record any deed and/or amendments to the Declaration 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.

#### **XIV. RESERVED RIGHT TO ALTER THE NUMBER OF FLOORS AND/OR UNITS IN THE PROJECT.**

Notwithstanding anything provided in the Declaration to the contrary, to and until December 31, 2041, 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 and/or floors in the Project shall be effective provided that:



1. Developer shall file/record or cause to be filed/recorded an amendment to the 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%);

2. Developer shall file/record or cause to be filed/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

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 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, 2041, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other Persons, execute and file/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 rights, powers, or privileges in the Declaration reserved to Developer.

#### **XV. RESERVED RIGHT TO DEVELOP THE PROJECT IN PHASES.**

Notwithstanding anything provided in the Declaration to the contrary, to and until December 31, 2041, Developer hereby reserves the right, but shall not be obligated, to develop the Project in two (2) or more phases.

Developer may, but is under no obligation to, file with the Commission separate Developer's Public Reports for any phase of the Project.

In the event that Developer develops the Project in phases, each Unit's share of the Common Expenses shall be calculated from time to time based on the number of Units for which Certificates of Occupancy have been issued. Each developed Unit's share of the Common Expenses shall be calculated based on a fraction, the numerator of which shall be such Unit's Common Interest and/or Class Common Interest, as applicable, set forth in **Exhibit "B"** and the denominator of which shall be the aggregate of Common Interest and/or Class Common Interest, as applicable, set forth in **Exhibit "B"** of all Units for which a Certificate of Occupancy has been issued.

In order to carry out the provisions of or exercise the rights, powers, or privileges reserved in this Article, Developer expressly reserves the right to file/record any amendments to the Declaration, Bylaws, and/or Condominium Map to describe any changes to the Units or Common Elements therein described at any time, notwithstanding the lease, sale, or conveyance of any or all Units in the Project, and Developer may execute, file/record, and deliver any such amendment to the Declaration, Bylaws, and/or Condominium Map and to such Unit Deeds or other deeds conveying a Unit as may have been filed/recorded, and any and all other instruments necessary or desirable.

**XVI. RESERVED RIGHT TO RECONFIGURE UNITS IN THE PROJECT, REDUCE AND/OR INCREASE THE NUMBER OF UNITS IN THE PROJECT, AND/OR NOT TO CONSTRUCT THE RYCROFT TOWER.**

Notwithstanding anything provided in the Declaration to the contrary, to and until December 31, 2041, Developer hereby reserves the right to reconfigure Units in the Project, reduce and/or increase the number of Units in the Project, and/or not to construct the Rycroft Tower, except as otherwise provided by law. Developer may effect said decision(s) as follows:

A. Developer shall file/record or cause to be filed/recorded an amendment to the Declaration describing (a) the revised description of Units and Common Elements, including Limited Common Elements, that comprise the Project; and (b) the undivided percentage Common Interest and Class Common Interest appurtenant to the Units as a result of the reconfiguration of Units and/or change in the total number of Units in the Project and total number of Units in a Unit Class. 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 adjust the Common Interest in order to ensure that the sum of the percentages equals exactly one hundred percent (100%). Developer may adjust the Class Common Interest appurtenant to each Unit in a Unit Class in its discretion in order to ensure that the total Class Common Interest for all Units in a Unit Class in the aggregate equals one hundred percent (100%);

B. Developer shall file/record or cause to be filed/recorded an amendment to the Condominium Map to reflect the revised layout of the Project, incorporating the changes to the Common Elements, including Limited Common Elements, and in the number of Units, 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 Project and Unit(s) therein 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 the Declaration and Condominium Map to effect the revised description of Units and Common Elements, including Limited Common Elements, that comprise the Project at any time or times to and until December 31, 2041, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other Persons, execute and file/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 rights, powers, or privileges in the Declaration reserved to Developer.

**XVII. RESERVED RIGHT TO ENTER INTO AGREEMENTS WITH BICYCLE SHARING ENTITY.**

Notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2041, Developer hereby reserves the right, unto itself, its agents, employees, personnel or licensees and its successors and assigns, to select and contract with a City and County of Honolulu 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.

#### **XVIII. RESERVE RIGHT TO ADDRESS ARCHAEOLOGICAL ISSUES.**

Notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2041, Developer hereby reserves the right to respond to and appropriately address any inadvertent finds of human skeletal remains, burial goods, or other historic or archaeological finds during the course of site preparation and construction of the Project in compliance with applicable State of Hawaii law and the determinations with respect thereto made by SHPD by: (a) designating one (1) or more Common Elements, including open spaces and areas beneath structural elements of the Building Structure as burial preserve areas; (b) filing and/or recording against the Land one (1) or more documents related to the preservation and/or relocation of any burials or artifacts, including, but not limited to, with respect to the implementation of binding short term and long term measures such as fencing, buffers, landscaping, access easements, plaques, and other identifying measures; (c) constructing and installing the measures documented in (b), above; (d) relocating and/or preserving in place on 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; (e) making changes to the Building Structure, Common Elements, including Limited Common Elements, necessary to accommodate the foregoing; and (f) entering into 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 decisions, or of applicable laws, including, but not limited to, archaeological inventory surveys, preservation plans, archaeological data recovery plans, mitigation plans, monitoring plans, and in situ burial agreements. 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 ("OIBC"), with relation to the Project shall have a reasonable right of entry and access over, across, and through the ground level of 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.

#### **XIX. RESERVED RIGHT TO DEREGISTER THE LAND AND THE PROJECT FROM THE LAND COURT OF THE STATE OF HAWAII.**

Notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2041, Developer hereby reserves the right to file a voluntary request for deregistration with the Assistant Registrar of the Land Court of the State of Hawaii pursuant to Section 501-261.5 of the Hawaii Revised Statutes, as may be amended. In connection therewith, Developer shall have the right, as necessary, to amend the Project Documents, including, but not limited to, the Declaration, to revise the legal description of the Land underlying the Project and to make other changes as may be required to reflect the deregistration of the Land and the Project.

#### **XX. ASSIGNMENT OF RESERVED RIGHTS.**

To and until December 31, 2041, notwithstanding anything in the Declaration provided to the contrary, the rights reserved to Developer in the 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 filed in said Office and recorded at said 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 the Declaration; agrees to execute, deliver, and file/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 file/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 upon any transfer of any Unit or any interest therein, whether by deed, Mortgage, or any other instrument of conveyance.

#### **XXI. 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 the Declaration, including, but not limited to those rights as set forth in Articles XIX through XXXVI of the Declaration the permitted actions taken by Developer pursuant thereto, and to the filing/recording of any and all documents necessary to effect the same in said Office and Bureau; agrees to execute, deliver, and file/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 file/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 file/record any amendment to the Project 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 rights pursuant to the provisions of the Declaration.

#### **BYLAWS**

**DEVELOPER'S RESERVED RIGHT TO AMEND.** Notwithstanding anything set forth in Section IX.3 of the Bylaws 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.

## **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 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.**

**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, Dass Ramadass, as agent for the Association of Unit Owners of The Park on Keeaumoku (the " Association"), the association of condominium unit owners for the The Park on Keeaumoku condominium project (the " Project"), hereby certify that the attached budget, breakdown of the annual maintenance fees, and the monthly estimated costs for each unit in the Project were prepared on a cash basis in accordance with generally accepted accounting principles. The estimates, including the maintenance fee assessments and disbursements, were prepared in good faith based upon 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.

Signature \_\_\_\_\_

DR DASS

Date 12/7/23

The estimated maintenance fees do not include electricity charges for unit usage and cable tv/ internet which is a mandatory charge in addition to the maintenance fee. The electric submeter reading fee will be charged back to the owner's account with the unit's electric usage charge. The Food and Beverage commercial unit (s) shall be responsible for the gas, grease trap, ventilation, kitchen exhaust system, etc. maintenance and expenses.

Pursuant to Section 514B-148 of the Hawaii Revised Statutes, a new association need not collect estimated replacement reserves until the fiscal year that begins after the association's first annual meeting. The Reserve Analysis contains information provided by the Developer (components, useful life and cost estimates). Hawaiian Properties, Ltd. gives no guarantees or assurances that the estimates contained in this Reserve Analysis are accurate and can be relied upon to provide adequate Reserves for the Association under current or future laws, or to meet the future expenditures for repair and replacement of the common elements. Hawaiian Properties will not be liable if any of the estimates or useful life projections provided are incorrect.

Pursuant to Section 514B-41 of the Hawaii Revised Statutes, the Project, which contains units for both residential and nonresidential use, may apportion charges and distributions in a fair and equitable manner as set forth in the Declaration of Condominium Property Regime of The Park on Keeaumoku, as amended. Accordingly, certain expenses attributable only to classes of units are chargeable to the applicable unit class.

The budget is intended to show the estimated expenses of operating the Project. All amounts set forth therein are estimates only, and may change for reasons beyond the control of the Association or the developer, Keeaumoku Development Owner, LLC. The estimated figures do not account for inflation, market adjustments, and unanticipated events, including, without limitation, acts of government, acts of God, terrorism, or war. Such estimates are not intended to be and do not constitute any representation or warranty as to the accuracy of such estimates.

**THE PARK ON KEEAUMOKU**  
**Estimated Fee Disbursement**

DESCRIPTION	RESIDENTIAL MONTHLY BUDGET	RESIDENTIAL ANNUAL BUDGET	COMMERCIAL MONTHLY BUDGET	COMMERCIAL ANNUAL BUDGET	TOTAL MONTHLY BUDGET	TOTAL ANNUAL BUDGET
<b>Utilities and Services</b>						
Electricity	\$ 261,949.79	\$ 3,143,397.48	\$ 18,500.00	\$ 222,000.00	\$ 280,449.79	\$ 3,365,397.48
Electricity (Reimbursement)	\$ (135,000.00)	\$ (1,620,000.00)	\$ (16,000.00)	\$ (192,000.00)	\$ (151,000.00)	\$ (1,812,000.00)
Sewer	\$ 70,000.00	\$ 840,000.00	\$ 21,646.97	\$ 259,763.64	\$ 91,646.97	\$ 1,099,763.64
Sewer (Commercial Reimbursement)	\$ -	\$ -	\$ (16,235.23)	\$ (194,822.73)	\$ (16,235.23)	\$ (194,822.73)
Water	\$ 17,000.00	\$ 204,000.00	\$ 4,640.00	\$ 55,680.00	\$ 21,640.00	\$ 259,680.00
Water (Commercial Reimbursement)	\$ -	\$ -	\$ (3,480.00)	\$ (41,760.00)	\$ (3,480.00)	\$ (41,760.00)
Refuse	\$ 11,335.00	\$ 136,020.00	\$ 12,035.00	\$ 144,420.00	\$ 23,370.00	\$ 280,440.00
Compactor Service	\$ 366.67	\$ 4,400.00	\$ -	\$ -	\$ 366.67	\$ 4,400.00
Telephone	\$ 3,000.00	\$ 36,000.00	\$ 300.00	\$ 3,600.00	\$ 3,300.00	\$ 39,600.00
Mobile Phone	\$ 360.00	\$ 4,320.00	\$ 180.00	\$ 2,160.00	\$ 540.00	\$ 6,480.00
Gas	\$ 6,232.00	\$ 74,784.00	\$ -	\$ -	\$ 6,232.00	\$ 74,784.00
<b>Fire System</b>						
Alarm Monitoring	\$ 1,440.00	\$ 17,280.00	\$ 144.00	\$ 1,728.00	\$ 1,584.00	\$ 19,008.00
Fire Equipment Inspection, Maintenance Repair	\$ 6,750.00	\$ 81,000.00	\$ 675.00	\$ 8,100.00	\$ 7,425.00	\$ 89,100.00
<b>Maintenance, Repair, Supplies</b>						
Ground Level Landscaping	\$ 3,250.00	\$ 39,000.00	\$ 1,625.00	\$ 19,500.00	\$ 4,875.00	\$ 58,500.00
Sub-Metering Expenses	\$ 6,100.00	\$ 73,200.00	\$ 155.00	\$ 1,860.00	\$ 6,255.00	\$ 75,060.00
Sub-Metering Reading Fee (Reimbursement)	\$ (5,305.00)	\$ (63,660.00)	\$ (125.00)	\$ (1,500.00)	\$ (5,430.00)	\$ (65,160.00)
Window Cleaning	\$ 13,333.00	\$ 159,996.00	\$ 1,333.30	\$ 15,999.60	\$ 14,666.30	\$ 175,995.60
Supplies/Tools	\$ 6,230.00	\$ 74,760.00	\$ 623.00	\$ 7,476.00	\$ 6,853.00	\$ 82,236.00
Equipment Maintenance	\$ 3,725.00	\$ 44,700.00	\$ 372.50	\$ 4,470.00	\$ 4,097.50	\$ 49,170.00
Electrical/Lighting	\$ 600.00	\$ 7,200.00	\$ 60.00	\$ 720.00	\$ 660.00	\$ 7,920.00
Security Equipment	\$ 1,266.67	\$ 15,200.04	\$ 126.67	\$ 1,520.00	\$ 1,393.34	\$ 16,720.04
Building Interior Maintenance	\$ 2,700.00	\$ 32,400.00	\$ 270.00	\$ 3,240.00	\$ 2,970.00	\$ 35,640.00
Building Exterior Maintenance	\$ 1,800.00	\$ 21,600.00	\$ 180.00	\$ 2,160.00	\$ 1,980.00	\$ 23,760.00
Plumbing	\$ 1,800.00	\$ 21,600.00	\$ 180.00	\$ 2,160.00	\$ 1,980.00	\$ 23,760.00
Pest Control	\$ 2,030.00	\$ 24,360.00	\$ 1,015.00	\$ 12,180.00	\$ 3,045.00	\$ 36,540.00
Uniforms	\$ 524.00	\$ 6,288.00	\$ 52.40	\$ 628.80	\$ 576.40	\$ 6,916.80
Escalators	\$ 200.00	\$ 2,400.00	\$ 600.00	\$ 7,200.00	\$ 800.00	\$ 9,600.00
Telcom Room	\$ 525.00	\$ 6,300.00	\$ 175.00	\$ 2,100.00	\$ 700.00	\$ 8,400.00
Cooling Tower, Pumps, Heat Exchanger	\$ 700.00	\$ 8,400.00	\$ 2,800.00	\$ 33,600.00	\$ 3,500.00	\$ 42,000.00
Shared Loading Zone	\$ 50.00	\$ 600.00	\$ 50.00	\$ 600.00	\$ 100.00	\$ 1,200.00
Recreation Deck Level Landscaping	\$ 4,335.00	\$ 52,020.00	\$ -	\$ -	\$ 4,335.00	\$ 52,020.00
Tree Trimming	\$ 1,000.00	\$ 12,000.00	\$ 100.00	\$ 1,200.00	\$ 1,100.00	\$ 13,200.00
Residential Elevator(s)	\$ 8,000.00	\$ 96,000.00	\$ -	\$ -	\$ 8,000.00	\$ 96,000.00
Cart Maintenance	\$ 550.00	\$ 6,600.00	\$ 55.00	\$ 660.00	\$ 605.00	\$ 7,260.00
Amenity Building/BBQ Cabanas	\$ 5,000.00	\$ 60,000.00	\$ 500.00	\$ 6,000.00	\$ 5,500.00	\$ 66,000.00
Pool/Spa	\$ 2,170.00	\$ 26,040.00	\$ 217.00	\$ 2,604.00	\$ 2,387.00	\$ 28,644.00
Generator	\$ 500.00	\$ 6,000.00	\$ -	\$ -	\$ 500.00	\$ 6,000.00
Commercial Elevator(s)	\$ -	\$ -	\$ 1,100.00	\$ 13,200.00	\$ 1,100.00	\$ 13,200.00
Commercial Ventilation Maintenance	\$ -	\$ -	\$ 650.00	\$ 7,800.00	\$ 650.00	\$ 7,800.00
Commercial Equipment Maintenance	\$ -	\$ -	\$ 2,000.00	\$ 24,000.00	\$ 2,000.00	\$ 24,000.00
<b>Payroll</b>						
Resident Manager	\$ 9,050.00	\$ 108,600.00	\$ -	\$ -	\$ 9,050.00	\$ 108,600.00
Resident Manager - Lodging Expense	\$ 4,500.00	\$ 54,000.00	\$ -	\$ -	\$ 4,500.00	\$ 54,000.00
Operations Manager	\$ 5,550.00	\$ 66,600.00	\$ -	\$ -	\$ 5,550.00	\$ 66,600.00
Admin Staff	\$ 5,550.00	\$ 66,600.00	\$ -	\$ -	\$ 5,550.00	\$ 66,600.00
Maintenance Staff	\$ 13,175.00	\$ 158,100.00	\$ -	\$ -	\$ 13,175.00	\$ 158,100.00
Janitorial Staff	\$ 18,200.00	\$ 218,400.00	\$ -	\$ -	\$ 18,200.00	\$ 218,400.00
Health Care	\$ 12,750.00	\$ 153,000.00	\$ -	\$ -	\$ 12,750.00	\$ 153,000.00
Payroll-Taxes	\$ 5,670.00	\$ 68,040.00	\$ -	\$ -	\$ 5,670.00	\$ 68,040.00
Temporary Disability Insurance (TDI)	\$ 1,000.00	\$ 12,000.00	\$ -	\$ -	\$ 1,000.00	\$ 12,000.00
Workers Comp	\$ 2,292.00	\$ 27,504.00	\$ -	\$ -	\$ 2,292.00	\$ 27,504.00
Commercial General Manager	\$ -	\$ -	\$ 9,166.67	\$ 110,000.00	\$ 9,166.67	\$ 110,000.00
Admin Staff	\$ -	\$ -	\$ 7,321.60	\$ 87,859.20	\$ 7,321.60	\$ 87,859.20
Maintenance Staff	\$ -	\$ -	\$ 8,694.40	\$ 104,332.80	\$ 8,694.40	\$ 104,332.80
Janitorial Staff	\$ -	\$ -	\$ 6,864.00	\$ 82,368.00	\$ 6,864.00	\$ 82,368.00
Payroll-Prep	\$ 450.00	\$ 5,400.00	\$ 45.00	\$ 540.00	\$ 495.00	\$ 5,940.00
Petty Cash	\$ 900.00	\$ 10,800.00	\$ 90.00	\$ 1,080.00	\$ 990.00	\$ 11,880.00
<b>Professional Services</b>						
Audit/Tax Prep	\$ 765.00	\$ 9,180.00	\$ 76.50	\$ 918.00	\$ 841.50	\$ 10,098.00
Legal	\$ 2,600.00	\$ 31,200.00	\$ 260.00	\$ 3,120.00	\$ 2,860.00	\$ 34,320.00
Management Company	\$ 6,480.00	\$ 77,760.00	\$ 648.00	\$ 7,776.00	\$ 7,128.00	\$ 85,536.00
Security Services	\$ 77,052.00	\$ 924,624.00	\$ 7,705.20	\$ 92,462.40	\$ 84,757.20	\$ 1,017,086.40
Website/Email Hosting	\$ 90.00	\$ 1,080.00	\$ 9.00	\$ 108.00	\$ 99.00	\$ 1,188.00
<b>Administrative</b>						
Administrative Expense	\$ 5,850.00	\$ 70,200.00	\$ 585.00	\$ 7,020.00	\$ 6,435.00	\$ 77,220.00
Association Administrative Expenses	\$ 675.00	\$ 8,100.00	\$ 67.50	\$ 810.00	\$ 742.50	\$ 8,910.00



**THE PARK ON KEEAUMOKU**  
**Estimated Fee Disbursement**

DESCRIPTION	RESIDENTIAL MONTHLY BUDGET	RESIDENTIAL ANNUAL BUDGET	COMMERCIAL MONTHLY BUDGET	COMMERCIAL ANNUAL BUDGET	TOTAL MONTHLY BUDGET	TOTAL ANNUAL BUDGET
Association Education Expense / Other	\$ 223.00	\$ 2,676.00	\$ 22.30	\$ 267.60	\$ 245.30	\$ 2,943.60
Condo Registration	\$ 450.00	\$ 5,400.00	\$ 49.50	\$ 594.00	\$ 499.50	\$ 5,994.00
GET (4.712% of income)	\$ 25.00	\$ 300.00	\$ 2.50	\$ 30.00	\$ 27.50	\$ 330.00
Federal / State Income Tax (35% of income)	\$ 158.00	\$ 1,896.00	\$ 15.80	\$ 189.60	\$ 173.80	\$ 2,085.60
Meeting Expense	\$ 90.00	\$ 1,080.00	\$ 9.00	\$ 108.00	\$ 99.00	\$ 1,188.00
Newsletter/Website	\$ 90.00	\$ 1,080.00	\$ 9.00	\$ 108.00	\$ 99.00	\$ 1,188.00
<b>INSURANCE</b>						
Property	\$ 27,976.00	\$ 335,712.00	\$ 2,797.60	\$ 33,571.20	\$ 30,773.60	\$ 369,283.20
Commercial General Liability	\$ 3,015.00	\$ 36,180.00	\$ 301.50	\$ 3,618.00	\$ 3,316.50	\$ 39,798.00
Umbrella	\$ 1,215.00	\$ 14,580.00	\$ 121.50	\$ 1,458.00	\$ 1,336.50	\$ 16,038.00
Bond	\$ 131.00	\$ 1,572.00	\$ 13.10	\$ 157.20	\$ 144.10	\$ 1,729.20
Directors and Officers	\$ 1,053.00	\$ 12,636.00	\$ 105.30	\$ 1,263.60	\$ 1,158.30	\$ 13,899.60
<b>SUBTOTAL</b>	<b>\$ 511,542.13</b>	<b>\$ 6,138,505.52</b>	<b>\$ 81,500.58</b>	<b>\$ 978,006.91</b>	<b>\$ 593,042.70</b>	<b>\$ 7,116,512.43</b>
<b>RESERVE</b>	<b>\$ 51,154.21</b>	<b>\$ 613,850.55</b>	<b>\$ 8,150.06</b>	<b>\$ 97,800.69</b>	<b>\$ 59,304.27</b>	<b>\$ 711,651.24</b>
<b>GRAND TOTAL</b>	<b>\$ 562,696.34</b>	<b>\$ 6,752,356.07</b>	<b>\$ 89,650.63</b>	<b>\$ 1,075,807.61</b>	<b>\$ 652,346.97</b>	<b>\$ 7,828,163.68</b>

**Notes:**

- 1.) The estimated maintenance fees do not include electricity charges for unit usage and cable tv/ internet which is a mandatory charge in addition to the maintenance fee.
- 2.) The electric submeter reading fee will be charged back to the owner's account with the unit's electric usage charge.
- 3.) The Food and Beverage commercial unit (s) shall be responsible for the gas, grease trap, ventilation, kitchen exhaust system, etc. maintenance and expenses.

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Commercial**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Commercial Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	L-101	Commercial	19.369573%	1.657016%	\$ 17,364.94
LIONA	L-102	Commercial	2.789267%	0.238625%	\$ 2,500.60
LIONA	L-201	Commercial	2.278773%	0.194951%	\$ 2,042.93
LIONA	L-202	Commercial	1.765203%	0.151015%	\$ 1,582.52
LIONA	L-203	Commercial	1.714461%	0.146674%	\$ 1,537.03
LIONA	L-204	Commercial	1.177827%	0.100764%	\$ 1,055.93
LIONA	L-205	Commercial	1.606827%	0.137466%	\$ 1,440.53
LIONA	L-206	Commercial	1.230107%	0.105237%	\$ 1,102.80
LIONA	L-207	Commercial	2.292612%	0.196135%	\$ 2,055.34
LIONA	L-208	Commercial	2.560160%	0.219024%	\$ 2,295.20
LIONA	L-209	Commercial	1.657569%	0.141807%	\$ 1,486.02
LIONA	L-210	Commercial	1.403859%	0.120102%	\$ 1,258.57
RYCROFT	R-101	Commercial	2.280311%	0.195083%	\$ 2,044.31
RYCROFT	R-102	Commercial	1.410010%	0.120628%	\$ 1,264.08
RYCROFT	R-103	Commercial	1.932805%	0.165353%	\$ 1,732.77
RYCROFT	R-104	Commercial	1.866687%	0.159697%	\$ 1,673.50
RYCROFT	R-105	Commercial	1.336204%	0.114314%	\$ 1,197.92
RYCROFT	R-106	Commercial	1.949719%	0.166800%	\$ 1,747.94
RYCROFT	R-107	Commercial	2.008149%	0.171799%	\$ 1,800.32
RYCROFT	R-108	Commercial	1.437687%	0.122996%	\$ 1,288.90
RYCROFT	R-109	Commercial	1.031752%	0.088267%	\$ 924.97
RYCROFT	R-201	Commercial	3.964019%	0.339126%	\$ 3,553.77
RYCROFT	R-202	Commercial	2.580149%	0.220734%	\$ 2,313.12
RYCROFT	R-203	Commercial	2.397171%	0.205080%	\$ 2,149.08
RYCROFT	R-204	Commercial	1.835934%	0.157066%	\$ 1,645.93
RYCROFT	R-205	Commercial	4.210041%	0.360173%	\$ 3,774.33
COMMERCIAL	C-201	Commercial	7.834243%	0.670227%	\$ 7,023.45
COMMERCIAL	C-301	Commercial	8.758361%	0.749286%	\$ 7,851.93
COMMERCIAL	C-401	Commercial	8.758361%	0.749286%	\$ 7,851.93
COMMERCIAL	C-501	Commercial	4.562159%	0.390297%	\$ 4,090.00
			100.000000%	8.555028%	\$ 89,650.63

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	300	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	301	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	302	2BR/2BA	0.120980%	0.110630%	\$ 680.75
LIONA	303	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	304	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	305	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	306	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	307	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	308	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	309	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	310	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	311	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	312	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	400	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	401	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	402	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	403	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	404	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	405	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	406	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	407	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	408	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	409	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	410	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	411	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	412	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	500	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	501	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	502	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	503	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	504	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	505	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	506	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	507	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	508	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	509	0BR/1BA	0.050780%	0.046436%	\$ 285.74

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	510	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	511	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	512	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	600	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	601	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	602	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	603	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	604	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	605	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	606	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	607	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	608	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	609	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	610	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	611	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	612	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	700	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	701	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	702	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	703	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	704	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	705	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	706	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	707	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	708	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	709	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	710	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	711	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	712	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	800	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	801	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	802	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	803	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	804	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	805	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	806	1BR/1BA	0.080989%	0.074060%	\$ 455.72

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

Tower	Unit No.	Bed/Bath	Residential Class Common Interest (%)	Common Interest (%)	Monthly Maintenance Fees
LIONA	807	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	808	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	809	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	810	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	811	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	812	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	900	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	901	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	902	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	903	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	904	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	905	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	906	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	907	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	908	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	909	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	910	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	911	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	912	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	1000	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	1001	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	1002	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	1003	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	1004	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	1005	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	1006	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	1007	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	1008	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	1009	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	1010	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	1011	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	1012	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	1100	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	1101	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	1102	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	1103	1BR/1BA	0.072502%	0.066299%	\$ 407.97

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	1104	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	1105	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	1106	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	1107	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	1108	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	1109	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	1110	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	1111	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	1112	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	1200	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	1201	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	1202	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	1203	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	1204	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	1205	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	1206	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	1207	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	1208	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	1209	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	1210	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	1211	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	1212	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	1300	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	1301	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	1302	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	1303	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	1304	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	1305	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	1306	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	1307	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	1308	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	1309	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	1310	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	1311	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	1312	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	1400	2BR/2BA	0.125296%	0.114577%	\$ 705.04

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	1401	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	1402	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	1403	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	1404	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	1405	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	1406	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	1407	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	1408	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	1409	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	1410	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	1411	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	1412	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	1500	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	1501	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	1502	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	1503	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	1504	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	1505	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	1506	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	1507	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	1508	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	1509	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	1510	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	1511	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	1512	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	1600	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	1601	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	1602	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	1603	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	1604	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	1605	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	1606	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	1607	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	1608	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	1609	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	1610	0BR/1BA	0.056246%	0.051435%	\$ 316.49



**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	1611	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	1612	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	1700	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	1701	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	1702	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	1703	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	1704	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	1705	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	1706	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	1707	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	1708	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	1709	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	1710	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	1711	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	1712	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	1800	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	1801	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	1802	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	1803	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	1804	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	1805	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	1806	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	1807	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	1808	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	1809	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	1810	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	1811	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	1812	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	1900	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	1901	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	1902	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	1903	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	1904	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	1905	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	1906	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	1907	1BR/1BA	0.087175%	0.079717%	\$ 490.53



**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	1908	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	1909	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	1910	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	1911	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	1912	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	2000	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	2001	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	2002	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	2003	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	2004	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	2005	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	2006	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	2007	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	2008	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	2009	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	2010	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	2011	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	2012	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	2100	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	2101	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	2102	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	2103	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	2104	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	2105	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	2106	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	2107	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	2108	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	2109	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	2110	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	2111	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	2112	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	2200	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	2201	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	2202	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	2203	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	2204	1BR/1BA	0.081852%	0.074850%	\$ 460.58

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	2205	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	2206	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	2207	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	2208	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	2209	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	2210	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	2211	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	2212	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	2300	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	2301	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	2302	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	2303	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	2304	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	2305	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	2306	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	2307	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	2308	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	2309	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	2310	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	2311	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	2312	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	2400	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	2401	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	2402	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	2403	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	2404	1BR/1BA	0.081852%	0.074850%	\$ 460.58
LIONA	2405	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	2406	1BR/1BA	0.080989%	0.074060%	\$ 455.72
LIONA	2407	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	2408	0BR/1BA	0.046608%	0.042621%	\$ 262.26
LIONA	2409	0BR/1BA	0.050780%	0.046436%	\$ 285.74
LIONA	2410	0BR/1BA	0.056246%	0.051435%	\$ 316.49
LIONA	2411	1BR/1BA	0.108033%	0.098791%	\$ 607.90
LIONA	2412	2BR/2BA	0.140400%	0.128389%	\$ 790.03
LIONA	2500	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	2501	2BR/2BA	0.142414%	0.130231%	\$ 801.36

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	2502	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	2503	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	2505	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	2507	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	2514	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	2516	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	2518	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	2519	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	2600	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	2601	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	2602	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	2603	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	2605	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	2607	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	2614	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	2616	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	2618	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	2619	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	2700	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	2701	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	2702	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	2703	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	2705	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	2707	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	2714	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	2716	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	2718	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	2719	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	2800	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	2801	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	2802	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	2803	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	2805	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	2807	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	2814	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	2816	2BR/2BA	0.125440%	0.114708%	\$ 705.85

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	2818	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	2819	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	2900	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	2901	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	2902	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	2903	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	2905	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	2907	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	2914	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	2916	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	2918	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	2919	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	3000	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	3001	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	3002	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	3003	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	3005	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	3007	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	3014	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	3016	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	3018	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	3019	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	3100	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	3101	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	3102	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	3103	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	3105	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	3107	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	3114	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	3116	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	3118	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	3119	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	3200	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	3201	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	3202	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	3203	1BR/1BA	0.072502%	0.066299%	\$ 407.97

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	3205	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	3207	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	3214	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	3216	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	3218	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	3219	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	3300	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	3301	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	3302	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	3303	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	3305	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	3307	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	3314	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	3316	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	3318	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	3319	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	3400	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	3401	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	3402	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	3403	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	3405	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	3407	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	3414	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	3416	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	3418	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	3419	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	3500	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	3501	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	3502	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	3503	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	3505	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	3507	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	3514	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	3516	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	3518	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	3519	2BR/2BA	0.154498%	0.141280%	\$ 869.35

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	3600	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	3601	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	3602	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	3603	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	3605	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	3607	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	3614	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	3616	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	3618	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	3619	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	3700	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	3701	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	3702	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	3703	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	3705	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	3707	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	3714	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	3716	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	3718	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	3719	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	3800	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	3801	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	3802	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	3803	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	3805	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	3807	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	3814	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	3816	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	3818	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	3819	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	3900	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	3901	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	3902	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	3903	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	3905	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	3907	1BR/1BA	0.087175%	0.079717%	\$ 490.53

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	3914	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	3916	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	3918	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	3919	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	4000	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	4001	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	4002	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	4003	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	4005	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	4007	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	4014	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	4016	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	4018	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	4019	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	4100	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	4101	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	4102	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	4103	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	4105	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	4107	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	4114	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	4116	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	4118	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	4119	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	4200	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	4201	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	4202	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	4203	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	4205	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	4207	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	4214	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	4216	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	4218	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	4219	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	4300	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	4301	2BR/2BA	0.142414%	0.130231%	\$ 801.36

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
LIONA	4302	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	4303	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	4305	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	4307	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	4314	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	4316	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	4318	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	4319	2BR/2BA	0.154498%	0.141280%	\$ 869.35
LIONA	4400	2BR/2BA	0.125296%	0.114577%	\$ 705.04
LIONA	4401	2BR/2BA	0.142414%	0.130231%	\$ 801.36
LIONA	4402	2BR/2BA	0.121124%	0.110762%	\$ 681.56
LIONA	4403	1BR/1BA	0.072502%	0.066299%	\$ 407.97
LIONA	4405	1BR/1BA	0.075235%	0.068799%	\$ 423.34
LIONA	4407	1BR/1BA	0.087175%	0.079717%	\$ 490.53
LIONA	4414	2BR/2BA	0.121987%	0.111551%	\$ 686.42
LIONA	4416	2BR/2BA	0.125440%	0.114708%	\$ 705.85
LIONA	4418	3BR/2BA	0.164999%	0.150883%	\$ 928.44
LIONA	4419	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	300R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	301R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	302R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	303R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	304R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	305R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	306R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	307R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	308R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	309R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	310R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	311R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	312R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	400R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	401R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	402R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	403R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	404R	1BR/1BA	0.081852%	0.074850%	\$ 460.58



**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
RYCROFT	405R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	406R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	407R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	408R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	409R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	410R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	411R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	412R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	500R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	501R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	502R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	503R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	504R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	505R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	506R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	507R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	508R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	509R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	510R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	511R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	512R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	600R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	601R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	602R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	603R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	604R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	605R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	606R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	607R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	608R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	609R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	610R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	611R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	612R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	700R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	701R	2BR/2BA	0.142414%	0.130231%	\$ 801.36

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
RYCROFT	702R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	703R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	704R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	705R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	706R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	707R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	708R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	709R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	710R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	711R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	712R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	800R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	801R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	802R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	803R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	804R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	805R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	806R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	807R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	808R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	809R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	810R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	811R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	812R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	900R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	901R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	902R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	903R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	904R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	905R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	906R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	907R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	908R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	909R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	910R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	911R	1BR/1BA	0.108033%	0.098791%	\$ 607.90



**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
RYCROFT	912R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	1000R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	1001R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	1002R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	1003R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	1004R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	1005R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	1006R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	1007R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	1008R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	1009R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	1010R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	1011R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	1012R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	1100R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	1101R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	1102R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	1103R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	1104R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	1105R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	1106R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	1107R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	1108R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	1109R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	1110R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	1111R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	1112R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	1200R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	1201R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	1202R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	1203R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	1204R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	1205R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	1206R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	1207R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	1208R	0BR/1BA	0.046608%	0.042621%	\$ 262.26

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
RYCROFT	1209R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	1210R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	1211R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	1212R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	1300R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	1301R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	1302R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	1303R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	1304R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	1305R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	1306R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	1307R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	1308R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	1309R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	1310R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	1311R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	1312R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	1400R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	1401R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	1402R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	1403R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	1404R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	1405R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	1406R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	1407R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	1408R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	1409R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	1410R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	1411R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	1412R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	1500R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	1501R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	1502R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	1503R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	1504R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	1505R	1BR/1BA	0.075235%	0.068799%	\$ 423.34

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
RYCROFT	1506R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	1507R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	1508R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	1509R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	1510R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	1511R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	1512R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	1600R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	1601R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	1602R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	1603R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	1604R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	1605R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	1606R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	1607R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	1608R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	1609R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	1610R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	1611R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	1612R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	1700R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	1701R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	1702R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	1703R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	1704R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	1705R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	1706R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	1707R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	1708R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	1709R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	1710R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	1711R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	1712R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	1800R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	1801R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	1802R	2BR/2BA	0.121124%	0.110762%	\$ 681.56

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
RYCROFT	1803R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	1804R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	1805R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	1806R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	1807R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	1808R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	1809R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	1810R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	1811R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	1812R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	1900R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	1901R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	1902R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	1903R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	1904R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	1905R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	1906R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	1907R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	1908R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	1909R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	1910R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	1911R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	1912R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	2000R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	2001R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	2002R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	2003R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	2004R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	2005R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	2006R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	2007R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	2008R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	2009R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	2010R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	2011R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	2012R	2BR/2BA	0.140400%	0.128389%	\$ 790.03

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
RYCROFT	2100R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	2101R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	2102R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	2103R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	2104R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	2105R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	2106R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	2107R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	2108R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	2109R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	2110R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	2111R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	2112R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	2200R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	2201R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	2202R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	2203R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	2204R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	2205R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	2206R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	2207R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	2208R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	2209R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	2210R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	2211R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	2212R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	2300R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	2301R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	2302R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	2303R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	2304R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	2305R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	2306R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	2307R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	2308R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	2309R	0BR/1BA	0.050780%	0.046436%	\$ 285.74

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

Tower	Unit No.	Bed/Bath	Residential Class Common Interest (%)	Common Interest (%)	Monthly Maintenance Fees
RYCROFT	2310R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	2311R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	2312R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	2400R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	2401R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	2402R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	2403R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	2404R	1BR/1BA	0.081852%	0.074850%	\$ 460.58
RYCROFT	2405R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	2406R	1BR/1BA	0.080989%	0.074060%	\$ 455.72
RYCROFT	2407R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	2408R	0BR/1BA	0.046608%	0.042621%	\$ 262.26
RYCROFT	2409R	0BR/1BA	0.050780%	0.046436%	\$ 285.74
RYCROFT	2410R	0BR/1BA	0.056246%	0.051435%	\$ 316.49
RYCROFT	2411R	1BR/1BA	0.108033%	0.098791%	\$ 607.90
RYCROFT	2412R	2BR/2BA	0.140400%	0.128389%	\$ 790.03
RYCROFT	2500R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	2501R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	2502R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	2503R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	2505R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	2507R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	2514R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	2516R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	2518R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	2519R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	2600R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	2601R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	2602R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	2603R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	2605R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	2607R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	2614R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	2616R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	2618R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	2619R	2BR/2BA	0.154498%	0.141280%	\$ 869.35



**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
RYCROFT	2700R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	2701R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	2702R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	2703R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	2705R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	2707R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	2714R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	2716R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	2718R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	2719R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	2800R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	2801R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	2802R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	2803R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	2805R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	2807R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	2814R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	2816R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	2818R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	2819R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	2900R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	2901R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	2902R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	2903R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	2905R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	2907R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	2914R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	2916R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	2918R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	2919R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	3000R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	3001R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	3002R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	3003R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	3005R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	3007R	1BR/1BA	0.088901%	0.081295%	\$ 500.24

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
RYCROFT	3014R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	3016R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	3018R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	3019R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	3100R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	3101R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	3102R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	3103R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	3105R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	3107R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	3114R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	3116R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	3118R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	3119R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	3200R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	3201R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	3202R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	3203R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	3205R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	3207R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	3214R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	3216R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	3218R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	3219R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	3300R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	3301R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	3302R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	3303R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	3305R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	3307R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	3314R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	3316R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	3318R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	3319R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	3400R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	3401R	2BR/2BA	0.142414%	0.130231%	\$ 801.36

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
RYCROFT	3402R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	3403R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	3405R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	3407R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	3414R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	3416R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	3418R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	3419R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	3500R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	3501R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	3502R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	3503R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	3505R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	3507R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	3514R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	3516R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	3518R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	3519R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	3600R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	3601R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	3602R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	3603R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	3605R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	3607R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	3614R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	3616R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	3618R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	3619R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	3700R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	3701R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	3702R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	3703R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	3705R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	3707R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	3714R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	3716R	2BR/2BA	0.125440%	0.114708%	\$ 705.85

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
RYCROFT	3718R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	3719R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	3800R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	3801R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	3802R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	3803R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	3805R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	3807R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	3814R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	3816R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	3818R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	3819R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	3900R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	3901R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	3902R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	3903R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	3905R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	3907R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	3914R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	3916R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	3918R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	3919R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	4000R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	4001R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	4002R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	4003R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	4005R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	4007R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	4014R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	4016R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	4018R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	4019R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	4100R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	4101R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	4102R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	4103R	1BR/1BA	0.072502%	0.066299%	\$ 407.97

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
RYCROFT	4105R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	4107R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	4114R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	4116R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	4118R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	4119R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	4200R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	4201R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	4202R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	4203R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	4205R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	4207R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	4214R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	4216R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	4218R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	4219R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	4300R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	4301R	2BR/2BA	0.142414%	0.130231%	\$ 801.36
RYCROFT	4302R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	4303R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	4305R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	4307R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	4314R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	4316R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	4318R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	4319R	2BR/2BA	0.154498%	0.141280%	\$ 869.35
RYCROFT	4400R	2BR/2BA	0.125296%	0.114577%	\$ 705.04
RYCROFT	4401R	2BR/2BA	0.142490%	0.130231%	\$ 801.79
RYCROFT	4402R	2BR/2BA	0.121124%	0.110762%	\$ 681.56
RYCROFT	4403R	1BR/1BA	0.072502%	0.066299%	\$ 407.97
RYCROFT	4405R	1BR/1BA	0.075235%	0.068799%	\$ 423.34
RYCROFT	4407R	1BR/1BA	0.088901%	0.081295%	\$ 500.24
RYCROFT	4414R	2BR/2BA	0.121987%	0.111551%	\$ 686.42
RYCROFT	4416R	2BR/2BA	0.125440%	0.114708%	\$ 705.85
RYCROFT	4418R	3BR/2BA	0.164999%	0.150883%	\$ 928.44
RYCROFT	4419R	2BR/2BA	0.154498%	0.141280%	\$ 869.35

**THE PARK ON KEEAUMOKU**  
**Estimated Maintenance Fees - Residential**

<b>Tower</b>	<b>Unit No.</b>	<b>Bed/Bath</b>	<b>Residential Class Common Interest (%)</b>	<b>Common Interest (%)</b>	<b>Monthly Maintenance Fees</b>
			100.000000%	91.444972%	\$ 562,696.34

## EXHIBIT "I"

### SUMMARY OF SALES CONTRACT

Capitalized terms have the same meanings ascribed to such terms in The Park on Ke`eaumoku Sales Contract ("Sales Contract").

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

The specimen Sales Contract for affordable housing units also provides that the Project is to be developed, sold, and used pursuant to the affordable housing requirement under Ordinance 18-10 and the rules adopted thereunder by the Department of Planning and Permitting ("DPP") of the City and County of Honolulu ("City"), the terms and provisions of the Affordable Housing Agreement between Seller and the City, as may be amended, and the terms and conditions of the Interim Planned Development-Transit and Special District Permit No. 2019/SDD-27, as the same may be amended or supplemented ("Permit"), which requires that Seller reserve at least fifteen percent (15%) of the total number of Residential Units in the Project for sale as affordable housing units (the "**Affordable Housing Units**" and individually, an "**Affordable Housing Unit**"). The eligibility requirements for the purchase of an Affordable Housing Unit include, without limitation, residency requirements and income limits. In addition, the Affordable Housing Units are subject to certain restrictions and rights of the City, including, without limitation, restrictions on occupancy, use, sale, and transfer, and the buyback rights of the City's Department of Budget and Fiscal Services or a qualified nonprofit housing trust. The restrictions on the transfer, use, and sale of an Affordable Housing Unit are set forth in **Exhibit B** to the Sales Contract, and the eligibility requirements therefor are set forth in **Exhibit C** to the Sales Contract, which exhibits are attached to this **Exhibit "I"** as **Addendum 1** and **Addendum 2**, respectively.

Among other provisions the specimen Sales Contracts provide:

1. The Sales Contract shall become binding when (a) Seller delivers to Purchaser (i) a true copy of the Public Report, including all amendments with an effective date issued by the Commission and the recorded Declaration and Bylaws, the House Rules, and the Condominium Map, or written notice regarding an opportunity to examine said map, and (ii) the Notice of Right to Cancel; and (b) Purchaser either (i) affirmatively waives Purchaser's right to cancel the Sales Contract, or (ii) is deemed to have waived the right to cancel as described below.
2. Pursuant to Section 514B-86 of the Hawaii Revised Statutes, as amended, Purchaser has the right to cancel the Sales Contract at any time up to midnight of the thirtieth (30th) calendar day after (a) the date Purchaser signs the Sales Contract and (b) the Public Report and Notice of Right to Cancel are delivered to Purchaser. It is understood that Purchaser may, at any time after Purchaser's receipt of the Public Report and the Notice of Right to Cancel, waive Purchaser's right to cancel the Sales Contract by checking the waiver box on the Notice of Right to Cancel and delivering it to Seller. If Purchaser shall fail to take any action to cancel the Sales Contract within the thirty (30)-day cancellation period, Purchaser shall be deemed to have waived Purchaser's right to cancel the Sales Contract (by Purchaser's failure to give said written notice of cancellation within the thirty (30)-day period). The conveyance of

the Unit to the Purchaser within the thirty (30)-day cancellation period referenced above shall also be treated as a waiver by Purchaser of Purchaser's right to cancel the Sales Contract.

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 Unit is not completed by the Completion Deadline, subject to causes of *force majeure*, Purchaser may cancel Purchaser's Sales Contract and receive a refund of all monies paid, plus any interest earned thereon, less any escrow Cancellation Fee and other costs associated with the purchase, up to a maximum of \$250.00.

4. Seller has entered into an Escrow Agreement, summarized in Exhibit "J" herein, with Title Guaranty Escrow Services, Inc. ("Escrow"), covering the deposit with Escrow of all funds paid by Purchaser under the Sales Contract 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 Sales Contract requires Purchaser to pay the Total Purchase Price by a series of payments prior to Closing, including an initial payment when Purchaser signs the Sales Contract, a second deposit and a third deposit. Purchaser shall then deposit the remaining balance due on the Pre-Closing Date or four (4) business days prior to the Closing Date, subject to loan requirements set forth in the Sales Contract. Seller may also assess a late fee up to 12% per annum.

6. Within thirty (30) calendar days of the Contract Date, Purchaser must submit to Seller A Qualification Letter issued by a Qualification Agent pursuant to Section E.6 of the Sales Contract.

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

The sale and purchase of the Unit is not contingent upon 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 asset. The sale and purchase of the Unit are not contingent upon Purchaser's ability to retain the interest rate quoted at the time of approval of the Qualification Letter or Purchaser's Permanent Loan, and Purchaser will be required to pay the interest charged by Purchaser's Permanent Lender at Closing. Purchaser is solely responsible for any loan fees or other charges payable to Purchaser's Permanent Lender in processing, issuing, or cancelling Purchaser's Permanent Loan. Purchaser further understands that Escrow may charge an additional escrow fee for the administration, handling, and processing of Purchaser's Permanent Loan with a lender that does not have and/or process Purchaser's Permanent Loan through an office in Hawaii, and that Purchaser shall be fully responsible for any such additional escrow fee. Purchaser acknowledges and confirms that it is the sole responsibility of Purchaser to remain qualified for Purchaser's Permanent Loan, and Purchaser shall not take or fail to take any action for the purpose or intent of being subsequently denied. In order to facilitate Seller's awareness of Purchaser's progress in obtaining and maintaining Purchaser's Permanent Loan, Purchaser authorizes Purchaser's Permanent Lender to transmit to Seller upon Seller's request any and all information necessary for this purpose, including, but not limited to, copies of all correspondence between Purchaser and Purchaser's Permanent Lender.

8. The Sales Contract provides that Purchaser may elect to receive interest on Purchaser's Contract Deposit in the form of a credit to Purchaser's escrow account upon Closing; provided that should Closing not occur, Purchaser shall not receive any interest accrued on Purchaser's Contract Deposit held in Escrow or a credit, unless otherwise provided in the Sales Contract.



9. The Sales Contract provides that Purchaser will pay a Project start-up fee (being a non-refundable, non-transferable "start-up" fee for the Association) in an amount equivalent to two (2) months' estimated maintenance fees for the Unit and one (1) month's estimated maintenance fees for the Unit as an advance payment for the initial one (1) month's maintenance fees payable by an Owner. The Project start-up fee is not an advance payment of future maintenance fee assessments but rather is intended to and shall be used to fund and pay for all costs and expenses typically associated with the opening of a new residential building, including by way of example and not limitation, office furniture and equipment for the Site Manager and/or Resident Manager (including computer(s) and software programs), initial maintenance supplies and equipment for the Project, artwork and appliances for the Common Elements, communications equipment for Association staff, secured entry fobs or cards, and the initial premiums for the Project insurance. Seller shall have the right to use the Project start-up fees to pay for these costs and expenses and/or to be reimbursed for the cost of the same if previously purchased and paid for by Seller. Any surplus funds shall be deposited with the Association. The start-up fee is a one-time assessment at Closing and is not an advance payment of common expenses or assessments and shall be in addition to the normal monthly assessments. The start-up fee shall be held, accounted for, and expended as funds of the Association for the benefit of all of its members by Seller and the initial Managing Agent.

10. Regardless of the status of construction of the Project and in order to accommodate a bulk closing of units by Seller, Seller may require Pre-Closing on a date selected by Seller, within Seller's sole discretion ("Pre-Closing Date"). The Pre-Closing Date may be set up to one hundred eighty (180) calendar days prior to the Closing Date. To accomplish this, any time after the Effective Date of the Sales Contract, and upon receiving not less than thirty (30) calendar days' written notice of Pre-Closing from Seller ("Pre-Closing Notice"), Purchaser's mortgagee(s), or Escrow, Purchaser agrees to take and complete any action that may be necessary to enable Closing, and Purchaser will execute at Pre-Closing all documents required for Closing including, without limitation, the Unit Deed and all promissory notes, mortgages, and other loan documents necessary for Purchaser's financing of the Unit, all receipts for notices and disclosures, the conveyance tax certificate, and a closing statement based on Seller's estimate of the date the Unit will be available for occupancy. The Pre-Closing Notice may establish a schedule with differing dates for certain requirements for the Pre-Closing to be met by Purchaser. The Pre-Closing Notice shall establish the date(s) on which all of Purchaser's funds required to close the sale of the Unit shall be due (the "Funding Deadline"), including the balance of the Total Purchase Price payable in cash, Purchaser's mortgage loan proceeds, closing costs, start-up and maintenance fees, and other amounts payable by Purchaser hereunder. The Funding Deadline may be any date selected by Seller up to and including thirty (30) calendar days prior to the scheduled Closing Date. The Sales Contract shall constitute Seller's and Purchaser's written authorization to Escrow to date all documents, to add filing information, and to adjust the estimated prorations in accordance with the provisions of the Sales Contract. Purchaser may be permitted by Seller to execute documents on another island or outside of the State of Hawaii and return the same by registered or certified mail, return-receipt requested.

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 shall sign or 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 fails to inspect (or permit inspection of) Purchaser's Unit on the date and time specified by Seller or other warrantors, then Purchaser acknowledges that such conduct will constitute a waiver of Purchaser's inspection rights under the Sales Contract. Purchaser agrees to accept possession of the Unit despite the existence of defects or damage to the Unit, including appliances, which do not render the Unit uninhabitable. 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 change as may be required by law, any title insurance company, Purchaser's Permanent Lender, or governmental agency; provided, however, that such change shall not (1) constitute a change in the Project which (a) 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 (b) is not made pursuant to a right reserved to Seller under the Declaration ("Material Change"), or (2) increase the Total Purchase Price.

B. Any non-Material Change that Seller and/or 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 change for reasons related to financial feasibility, efficiency, or aesthetics; furthermore, 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.37.f of the Sales Contract), 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, Project Architect may make changes necessary to correct any design errors or shortcomings.

C. Any Material Change made while Purchaser is under a binding Sales Contract; 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.29 of the Sales Contract.

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 Sales Contract.

13. The Sales Contract 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 Sales Contract, Purchaser agrees to waive, relinquish and subordinate the priority or superiority of any lien or other legal or equitable interest arising under the Sales Contract 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 Sales Contract may not be assigned without the written consent of Seller and any assignment of the Sales Contract without such consent is void and of no legal effect. An assignment shall include, but not be limited to: (i) the transfer of Purchaser's interest in the Sales Contract to one or more other Persons; and (ii) the inclusion of additional Persons as purchasers under the Sales Contract. Notwithstanding the foregoing, Purchaser may assign Purchaser's rights under the Sales Contract to

affiliated entities for estate planning purposes without the consent of Seller; provided that any such assignment shall not release Purchaser from Purchaser's obligations under the Sales Contract. 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 twenty (20) calendar days prior to the Pre-Closing Date and shall provide to Seller and/or Escrow copies of such documents as Seller and/or Escrow, in their sole and absolute discretion, deem necessary to complete Closing.

15. SELLER INTENDS TO SUBSEQUENTLY AMEND THE PUBLIC REPORT, PURSUANT TO SECTION 514B-92 OF THE HAWAII REVISED STATUTES, AS AMENDED, FOR THE USE OF PURCHASER'S FUNDS TO PAY FOR CERTAIN CONSTRUCTION AND PROJECT COSTS PERMITTED BY STATUTE. IF SELLER SUBMITS AN AMENDMENT TO THE PUBLIC REPORT WITH ALL THE INFORMATION AND DOCUMENTS REQUIRED BY LAW AND THE COMMISSION FOR THE USE OF PURCHASER'S DEPOSITS TO PAY SUCH COSTS, THEN PURCHASER WILL NOT HAVE THE RIGHT TO RESCIND OR CANCEL THE SALES CONTRACT BY REASON OF SUCH SUBMISSION AND AMENDMENT. AT SUCH TIME, DEPOSITS MAY BE DISBURSED BEFORE CLOSING TO PAY FOR PROJECT COSTS, CONSTRUCTION COSTS, PROJECT ARCHITECTURAL, ENGINEERING, FINANCE, AND LEGAL FEES, AND OTHER INCIDENTAL EXPENSES OF THE PROJECT. WHILE SELLER AT SUCH TIME MAY HAVE SUBMITTED SATISFACTORY EVIDENCE THAT THE PROJECT WILL BE COMPLETED, IT IS POSSIBLE THAT THE PROJECT MAY NOT BE COMPLETED. IF THE DEPOSITS ARE DISBURSED TO PAY PROJECT COSTS AND THE PROJECT IS NOT COMPLETED, THERE IS A RISK THAT PURCHASER'S DEPOSITS WILL NOT BE REFUNDED.

16. Seller is developing the Project but is not the general contractor that is building the Project. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE SALES CONTRACT, PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO (A) THE UNIT, ITS QUALITY OR GRADE, (B) ANY COMMON ELEMENT OR ANYTHING INSTALLED THEREIN, ITS QUALITY OR GRADE, OR (C) ANY OTHER PORTION OF THE PROJECT, ITS QUALITY OR GRADE, OR ANY OTHER ASPECT THEREOF. FURTHER, SELLER, NOT BEING THE MANUFACTURER OF ANY OF THE FURNISHINGS AND APPLIANCES IN THE PROJECT, DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO SUCH FURNISHINGS OR APPLIANCES, INCLUDING THE MERCHANTABILITY OF SUCH FURNISHINGS AND APPLIANCES OR THEIR FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE MATERIALS, WORKMANSHIP, OR ANY OTHER MATTERS RELATING TO PURCHASER'S UNIT OR ANY OTHER PORTION OF THE PROJECT, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR USE, TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW. AS TO ANY IMPLIED WARRANTY THAT CANNOT BE DISCLAIMED ENTIRELY, ALL SECONDARY, INCIDENTAL, AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED, DISCLAIMED, AND MADE UNAVAILABLE.

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

18. The Sales Contract includes the following provision:

"36. DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES.

NOTICE TO PURCHASER:

The following provisions apply to the resolution of Disputes (as defined below):

a. PURPOSE AND EXCLUSIVITY. THE PURPOSE OF THESE DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES (THE "**PROCEDURES**") IS TO PROVIDE SELLER AND ITS MANAGERS, MEMBERS, OFFICERS, AGENTS, EMPLOYEES, BROKERS, AND OTHER REPRESENTATIVES, AND PURCHASER OR OTHER OWNER OF AN INTEREST IN THE UNIT, AND ANY PERSONS CLAIMING THEREUNDER (COLLECTIVELY, FOR PURPOSES OF THIS SECTION, THE "**PARTIES**"), WITH A MECHANISM TO RESOLVE DISPUTES THAT ARISE IN CONNECTION WITH THIS SALES CONTRACT. THE PARTIES AGREE THAT THESE PROCEDURES SHALL BE THE METHOD EMPLOYED TO RESOLVE ALL DISPUTES.

i. DEFINITION. A "**DISPUTE**" MEANS AND INCLUDES ANY AND ALL ACTIONS, CLAIMS, OR DISPUTES BETWEEN OR AMONG THE PARTIES WITH RESPECT TO, ARISING OUT OF, OR RELATING TO THIS SALES CONTRACT, WHERE THE TOTAL AMOUNT IN CONTROVERSY (INCLUDING ALL CLAIMS AND COUNTERCLAIMS) IS GREATER THAN THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00). A DISPUTE SHALL NOT INCLUDE CONSTRUCTION DEFECTS COVERED UNDER THE CONTRACTOR REPAIR ACT.

ii. PRE-CLOSING DISPUTE. NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY AND SUBJECT TO SECTIONS E.34 AND E.35 HEREIN, ANY DISPUTE SOLELY BETWEEN SELLER AND PURCHASER ARISING OUT OF OR

INCIDENT TO THIS SALES CONTRACT MAY BE PURSUED IN A COURT OF COMPETENT JURISDICTION IN HONOLULU, HAWAII, WITHOUT THE OBLIGATION OF DISCUSSION OR MEDIATION, PROVIDED THAT SUCH CLAIM IS FILED PRIOR TO THE SCHEDULED CLOSING DATE HEREIN.

iii. DISCUSSION. ANY PERSON WITH A DISPUTE SHALL NOTIFY THE PARTY TO WHOM THE DISPUTE IS DIRECTED IN WRITING OF THE DISPUTE, WHICH WRITING SHALL DESCRIBE THE NATURE OF THE DISPUTE AND ANY PROPOSED REMEDY (THE "**DISPUTE NOTICE**"). WITHIN A REASONABLE PERIOD AFTER RECEIPT OF THE DISPUTE NOTICE, WHICH PERIOD SHALL NOT EXCEED TWENTY-ONE (21) CALENDAR DAYS, THE PARTIES TO THE DISPUTE, REPRESENTED BY INDIVIDUALS WITH DECISION MAKING AUTHORITY, SHALL MEET AT A MUTUALLY ACCEPTABLE LOCATION WITHIN OR NEAR THE PROJECT TO DISCUSS THE DISPUTE. THE PARTIES TO THE DISPUTE SHALL NEGOTIATE IN GOOD FAITH IN AN EFFORT TO RESOLVE THE DISPUTE.

iv. MEDIATION. IF THE PARTIES CANNOT RESOLVE SUCH DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN **SECTION E.36.a.iii** ABOVE WITHIN THIRTY (30) CALENDAR DAYS AFTER THE COMMENCEMENT OF DISCUSSIONS, THE MATTER SHALL BE SUBMITTED TO MEDIATION BY AND PURSUANT TO THE PROCEDURES ADOPTED BY DISPUTE PREVENTION AND RESOLUTION, INC. ("**DPR**") IN HONOLULU, HAWAII, OR ANY SUCCESSOR ENTITY THERETO, OR TO ANY OTHER ENTITY OFFERING MEDIATION SERVICES THAT IS ACCEPTABLE TO THE PARTIES.

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

(b) RECORD. THERE SHALL BE NO STENOGRAPHIC RECORD OF THE MEDIATION PROCESS.

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

(d) NO JUDICIAL INTERVENTION. IF A PARTY INSTITUTES LITIGATION PRIOR TO OBSERVING THE PROCEDURES SET FORTH IN **SECTIONS E.36.a.iii** AND **E.36.a.iv** ("**PROHIBITED LITIGATION**"), SUCH PARTY SHALL BE RESPONSIBLE FOR ALL REASONABLE EXPENSES AND FEES (INCLUDING ATTORNEYS' FEES) INCURRED BY THE OTHER PARTY IN OBTAINING A STAY OR DISMISSAL OF THE PROHIBITED LITIGATION.

(e) CONFIDENTIALITY. ALL NEGOTIATIONS, MEDIATION PROCEEDINGS, AND ANY DISCOVERY CONDUCTED PURSUANT TO THESE PROCEDURES ARE CONFIDENTIAL. ALL PROCEEDINGS CONDUCTED PURSUANT TO THESE PROCEDURES SHALL BE TREATED FOR ALL PURPOSES AS COMPROMISE AND SETTLEMENT NEGOTIATIONS WITHIN THE MEANING OF RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND RULE 408 OF THE HAWAII RULES OF EVIDENCE.

v. FURTHER RESOLUTION. IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN SECTIONS E.36.a.iii AND E.36.a.iv ABOVE, EACH PARTY SHALL HAVE THE RIGHT TO PURSUE THE RIGHTS AND REMEDIES AVAILABLE TO SUCH PARTY AT LAW OR IN EQUITY, EXCEPT AS OTHERWISE STATED HEREIN. IF A DISPUTE PROCEEDS IN COURT, SUCH ACTION SHALL BE BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN HONOLULU, HAWAII. THE PARTIES HEREBY AGREE THAT THE COURT SHALL APPLY HAWAII SUBSTANTIVE LAW AND APPLICABLE STATUTES OF LIMITATIONS AND WILL HONOR CLAIMS OF PRIVILEGE RECOGNIZED BY LAW.

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

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

viii. STATUTES OF LIMITATION. THE APPLICABLE STATUTE OF LIMITATIONS SHALL NOT BE TOLLED BY ANYTHING CONTAINED IN THESE PROCEDURES. NOTWITHSTANDING THE PROHIBITION ON LITIGATION, A PARTY MAY COMMENCE AN ACTION SOLELY FOR THE PURPOSE OF TOLLING THE STATUTES OF LIMITATION, PROVIDED SUCH PARTY IMMEDIATELY STAYS THE ACTION TO RESOLVE THE DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN SECTIONS E.36.a.iii AND E.36.a.iv ABOVE.

ix. SURVIVAL; SUCCESSORS AND ASSIGNS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SECTION SHALL SURVIVE THE CONVEYANCE OF THE UNIT PURSUANT TO THIS SALES CONTRACT AND THE TERMINATION OR EXPIRATION OF THIS SALES CONTRACT. THESE PROCEDURES, AND THE RIGHTS, DUTIES, AND OBLIGATIONS OF THE PARTIES, SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS.

x. THIRD-PARTY BENEFICIARY. IT IS THE INTENT OF SELLER AND PURCHASER THAT THE CONTRACTORS, SUBCONTRACTORS, DESIGN PROFESSIONALS, ENGINEERS AND SUPPLIERS WHO PROVIDED LABOR, SERVICES, OR MATERIALS TO THE PROJECT, AND SELLER'S AGENTS AND ATTORNEYS, SHALL BE

THIRD-PARTY BENEFICIARIES UNDER THIS SECTION, AND SHALL BE ENTITLED TO ENFORCE THE PROVISIONS OF THIS SECTION.

END OF NOTICE TO PURCHASER"

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS OR DISCLOSURES CONTAINED IN THE SALES CONTRACT. THE SALES CONTRACT 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 SALES CONTRACT, PURCHASER MUST REFER TO THE SALES CONTRACT TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE SALES CONTRACT, THE SALES CONTRACT WILL CONTROL.

## **EXHIBIT "I" - ADDENDUM 1**

### **AFFORDABLE HOUSING UNIT**

#### **CITY'S RESTRICTIONS ON TRANSFER, SALE/BUYBACK, AND USE**

(Rules to Implement City's Affordable Housing Requirements as set forth in Ordinance 18-10)

**§5-1 Terms of Restrictions.** (a) Each affordable housing unit shall be subject to and encumbered by the restrictions on transfer, use and sale of affordable housing units stated in §§201H-47, 201H-49, and 201H-50, HRS, except as those restrictions are modified in this chapter.

(b) The length of the restriction period on the affordable housing units shall be set forth in the affordable housing agreement and reflected in the deed restriction that encumbers the affordable housing unit.

(c) The restrictions on transfer, sale/buyback, additional financing, and use shall be fully stated in their entirety in all conveyance documents and restrictive covenants on the affordable housing units.

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

(e) The City, developer, or City's authorized agent shall reserve the right to seek financial recourse from the owner if the provisions of this Chapter are violated. Terms of the financial recourse shall be fully stated in their entirety in all instruments, conveyance documents, and restricted covenants. Financial recourse may include the appreciated value of the affordable housing unit. Funds collected from any financial recourse action shall be credited to the entity that provided the affordable housing subsidy or to the City to fulfill an outstanding affordable housing unit obligation. The City reserves the right to disqualify units which are non-compliant with the restriction period requirement.

(f) The restrictions of this chapter shall terminate as to a particular real property and shall not attach in subsequent transfers of title of that real property if the Director releases the restrictions.

[Eff: MAR 3 1 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)



**§5-2 Restrictions on Use.** (a) Affordable for-sale housing units purchased under the affordable housing program shall be occupied as the purchaser's principal residence for the duration of the restriction period. The owner of an affordable for-sale housing unit shall not rent the affordable housing unit, except in extreme hardship circumstances which prevents the continued occupancy of the affordable housing unit, as determined and approved by the Director pursuant to §5-5.

(b) Affordable rental units shall be occupied as the renter's principal residence and shall not be subleased during their lease agreement period.

(c) The City, developer, or City's authorized agent shall have the right during the restriction period to verify owner occupancy of the principal residence.

(d) The provisions of this section shall be incorporated in any deed, lease, agreement of sale, or any other instrument of conveyance.

[Eff: MAR 3 1 2019 ] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§5-3 Restriction on Additional Financing.** (a) During the restriction period, only mortgages and liens consented to in advance by the City and created for the purpose of financing essential improvements or maintenance and repair of the affordable housing unit, or other expenditures relating to the property of an emergency or life-threatening nature, may be placed on the property, provided that the owner shall not refinance the real property for an amount in excess of the purchase price as determined by §5-4(a).

(b) The provisions of this section shall be incorporated in any deed, lease, agreement of sale, or any other instrument of conveyance. [Eff: MAR 3 1 2019 ] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§5-4 Affordable For-Sale Buyback Restriction.** (a) During the affordable housing restriction period, if the purchaser wishes to sell or transfer title of the real property, BFS or a qualified nonprofit housing trust shall have the first option to purchase the real property at a price that shall not exceed the sum of:

- (1) The original cost of the affordable housing unit to the owner;
  - (2) The cost of any property improvements added by the owner; and
  - (3) Simple interest on the original cost of the unit plus property improvements by the owner at the rate of one percent (1%) per year the affordable housing unit has been occupied.
- (b) The City or qualified nonprofit housing trust may purchase the real property either:
- (1) By conveyance free and clear of all mortgages and liens; or
  - (2) By conveyance subject to existing mortgages and liens, where the City or affordable housing trust shall assume the seller's obligation on any first mortgage created for the purpose of securing the payment of a loan of funds expended solely for the purchase of the real property by the seller; and any mortgage or lien created for any other purpose, provided that the Director has previously consented to it in writing. The City or authorized affordable housing trust interest, created by this section shall constitute as a statutory lien on the real property and shall be superior to any other mortgage or lien except for:
    - (A) Any first mortgage created for the purpose of securing the payment of a loan of funds expended solely for the purchase of the real property by the seller;
    - (B) Any mortgage insured or held by a federal housing agency;
 and
    - (C) Any mortgage or lien created for any other purpose, provided that the Director has previously consented to it in writing.
- (c) If BFS or qualified nonprofit housing trust does not exercise the option to purchase the real property, then the owner shall:
- (1) Sell or transfer the real property at a price no more than described in §5-4(a) and upon terms that preserve the intent of this chapter;
  - (2) Sell or assign to a qualified resident as described in Chapter 3, and who is in the same income group as the original purchaser at the time of the original sale, approved by DPP; and
  - (3) Submit a copy of the deed and final transfer of sale to the DPP within ninety days (90) after the date of sale.
- (d) An owner found to have not met or been approved for any of these conditions may be deemed to be in violation of the buyback

restriction, and the City reserves the right to recover any money wrongfully gained and to any other recourse provided by law.

(e) The provisions of this section shall be incorporated in any deed, lease, agreement of sale, or any other instrument of conveyance.

[Eff: MAR 31 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§5-5 Waiver of Owner-Occupancy.** (a) The Director may temporarily waive the owner-occupancy requirement for a total of not more than ten (10) years of the restriction period, during which time the affordable housing unit may be rented to a person who is a qualified resident as described in Chapter 3, and who is in the same income category as the original purchaser at the time of the original sale, approved by DPP. The rent must be at a price as described in §2-12.

(b) The restriction period shall be extended by one month for every month or fraction thereof that the owner-occupancy requirement is waived. The Director may grant a one-time extension of the waiver period on a case-by-case basis due to extreme hardship circumstances.

(c) Waivers may be granted only to qualified residents who have paid property and resident state income taxes during all years in which they occupied the affordable housing unit, who continue to pay property and resident state income taxes during the waiver period, and whose inability to reside on the property does not stem from a natural disaster.

(d) If the owner fails to reoccupy the affordable housing unit after any waiver period and attempts to sell the affordable housing unit, then the owner shall receive no more than the maximum amount as stated in §5-4(a), subject to the Director's approval. Any person who disagrees with the Director's determination under this section shall be entitled to a contested case proceeding under Chapter 10 of these rules.

(e) Owners shall submit annual reports to the DPP for the duration of the waiver period, as described in §6-2.

[Eff: MAR 31 2019 1 (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§5-6 Affordable Rental Units Restriction.** (a) Affordable rental units must be rented for a minimum restriction period as set forth in affordable housing agreement.

(b) The City or qualified nonprofit housing trust shall be given the first option to purchase the project or units, subject to the following;

- (1) After the fulfillment of the restriction period;
- (2) When the affordable rental units are converted to for-sale units;
- (3) At a price which an independent appraiser, mutually agreed upon by BFS or City authorized representative and the developer or subsequent owner, determines to be the fair market value of the units; and
- (4) The City or qualified nonprofit housing trust shall provide a response within 90 days of the notice of offering.

(c) The provisions of this section shall be incorporated in any deed, lease, agreement of sale, or any other instrument of conveyance for the affordable rental unit portion of the project.

[Eff:MAR 3 1 2019 (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)]

**§5-7 New Restriction Period.** (a) If an affordable housing unit is repurchased by the City and resold to a new owner during the restriction period, a new restriction period equal to the original restriction period or remainder of the period may be imposed upon the new owner.

(b) If a qualified nonprofit housing trust purchases an affordable housing unit in place of the City, as described in §5-4(a), then in accordance with §201H-47, HRS, the restrictions prescribed in this chapter shall be automatically extinguished and the housing trust shall establish new buyback restrictions for the purpose of maintaining the unit as affordable for as long as practicable, or as otherwise required by the City.

[Eff:MAR 31 2019 ] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)]

**§5-8 Waiver.** If an owner wishes to sell an affordable for-sale housing unit during the buyback restriction period, BFS may waive the

transfer restriction for that specific transaction. A waiver by BFS will be determined on each separate request based on the following criteria:

(1) The owner wishes to transfer title to the real property by devise or through the laws of descent to a household member who would otherwise qualify under these rules.

(2) The sale or transfer of the real property would be at a price, as described in §5-4(a), and upon terms that preserve the intent of this section without the necessity of BFS repurchasing the real property; provided that, in this case, the owner shall be required to sell the affordable housing unit or lot and sell or assign the property to a person who is a qualified resident as described in Chapter 3, who is in the same income category as the original owner at the time of the original sale, approved by BFS.

[Eff:MAR 3 1 2019 ] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§5-9 Release and Cancellation of Restrictions.** (a) The City may release the restrictions prescribed in this chapter if the real property is financed under a federally subsidized mortgage program and the restrictions would jeopardize the federal government's ability to recapture any interest credit subsidies provided to the homeowner.

(b) The Director may waive any of the restrictions set forth in this chapter in order to comply with requirements set forth in federal laws or regulations governing mortgage insurance or guarantee programs or requirements set forth by federally chartered secondary mortgage market participants.

(c) The restrictions prescribed in this chapter shall be automatically extinguished and shall not attach in subsequent transfers of title when a qualified nonprofit housing trust becomes the owner of the real property or when a mortgage holder or other party becomes the owner of the real property pursuant to a mortgage foreclosure under power of sale, or a conveyance in-lieu of foreclosure after a foreclosure action is commenced; provided that the mortgage is the initial purchase money mortgage, or that the Director consented to and agreed to subordinate the restrictions to the mortgage when originated, if the mortgage is not the initial purchase money mortgage; or when a mortgage is assigned to a federal housing agency. Any law to the contrary notwithstanding, a mortgagee under a mortgage

covering real property or leasehold interest encumbered by the first option to purchase in favor of the City, prior to commencing mortgage foreclosure proceedings, shall notify the Director in writing of:

(1) Any default of the mortgagor under the mortgage within ninety (90) days after the occurrence of the default, and

(2) Any intention of the mortgagee to foreclose the mortgage under Chapter 667, HRS forty-five (45) days prior to commencing mortgage foreclosure proceedings;

provided that the mortgagee's failure to provide written notice to the City shall not affect the holder's rights under the mortgage.

[Eff:MAR 3 1 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

5-7

EXHIBIT "I"  
Addendum 1  
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Purchaser's Initials \_\_\_\_\_

**NOTICE AND ACKNOWLEDGMENT**

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO, THE TERMS AND CONDITIONS SET FORTH ABOVE.

\_\_\_\_\_  
Purchaser Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Purchaser Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT "I" - ADDENDUM 2**

### **AFFORDABLE HOUSING UNIT**

#### **ELIGIBILITY; FEES**

(Rules to Implement City's Affordable Housing Requirements as set forth in Ordinance 18-10;  
Ordinance 18-10)

**§3-1 Eligibility Requirements: Application.** (a) A prospective purchaser or renter of an affordable housing unit in a project shall submit a completed application to the developer on a form and in the manner approved by DPP.

(b) The developer shall review the applications for initial eligibility, maintain a copy of the eligible applications for the duration of the restriction period, and submit the completed eligible applications to DPP for review and approval.

[Eff: MAR 31 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§3-2 Eligibility Requirements: Affordable For-Sale Housing Units.** (a) An applicant must meet the following eligibility requirements on the date the application is submitted in order to qualify to purchase an affordable housing unit:

- (1) Be a citizen of the United States or a resident alien;
- (2) Be at least eighteen (18) years of age;
- (3) Be domiciled in the State of Hawaii and have a bona-fide intent to physically reside in the affordable housing unit as an owner-occupant for the duration of the restriction period;
- (4) The total gross household income shall not exceed the unit's designated income limit;
- (5) Have sufficient gross household income to qualify for the loan to finance the purchase and spend no more than thirty-three percent (33%) of their gross household income towards monthly housing payments;
- (6) The total net available household asset shall not exceed the purchase price of the unit. The Director may determine on a case-by-case basis to waive this requirement if there has been an extreme hardship;
- (7) Be a person or household member who, either oneself or together with a household member, does not own or has not owned for a period of three years prior to application, a



majority interest in fee simple or leasehold lands suitable for dwelling purposes. The Director may determine on a case-by-case basis that previous or current ownership of a majority interest in fee simple or leasehold land be allowed under extreme hardship; and

- (8) Not be a person who previously has received assistance under a program designed and implemented by any State or county agency to assist persons to purchase affordable housing units. The Director may determine on a case-by-case basis to waive this provision in the event of:

- (A) Extreme hardship; or
- (B) A significant change in household size, as originally certified or exceeds occupancy requirement as stated in §3-7.

Provided, that the applicant sells the dwelling unit before escrow closing for the new affordable housing unit.

[Eff:MAR 3 1 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§3-3 Exception for Current Owners in Affordable Housing.**

(a) A current owner of an affordable housing unit under a State or City affordable housing program may apply for the purchase of a larger affordable housing unit if:

- (1) The applicant's current household size, as originally certified, has increased and exceeds the occupancy requirements as stated in §3-7; and
- (2) The applicant has resided in the current affordable housing unit for at least one year.

(b) Household size shall be determined by the number of individuals on title and their dependents.

(c) The applicant shall sell the applicant's current affordable housing unit to the City or qualified nonprofit land trust in accordance with §5-4, prior to or upon the closing of the sale of the City authorized larger affordable housing unit.

(d) Except for the applicant's current residence, the applicant shall be a qualified resident as set forth under these rules.

[Eff:MAR 31 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§3-4 Eligibility Requirements: Affordable Rental Housing Units.** An applicant must meet the following eligibility requirements on the date the application is submitted in order to qualify to rent an affordable housing unit:

- (1) Be a citizen of the United States or a resident alien;
- (2) Be at least eighteen (18) years of age;
- (3) Be domiciled in the State of Hawaii and have a bona-fide intent to physically reside in the affordable housing unit for the duration of the lease agreement;
- (4) The total gross household income shall not exceed the unit's designated income limit;
- (5) Have sufficient gross household income, as determined by DPP or DPP's approved agent, to demonstrate an ability to pay rent and meet any additional criteria established by the City for the respective rental housing development for which the applicant is applying;
- (6) Be a person or household member who does not own, for the duration of the rental period, a majority interest in fee simple or leasehold lands suitable for dwelling purposes. The Director may determine on a case-by-case basis that ownership of a majority interest in fee simple or leasehold land be allowed under extreme hardship;
- (7) The total net available household asset shall not exceed the units designated income limit as adjusted by the household size. The Director may determine on a case-by-case basis to waive this requirement if there has been an extreme hardship or rental units are provided to City-supported special needs recipients; and
- (8) On a case-by-case basis, the eligibility requirements for affordable rental units may be waived by the Director for rental units provided to City-supported special needs recipients, such as the elderly, disabled persons, or victims of domestic violence. Eligible recipients or units must be under government organization or monitoring and comply with the intent of these rules.

[Eff: MAR 31 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§3-5 Continued Occupancy for Renters.** (a) A renter of an affordable housing unit may continue to rent the unit under continued occupancy when the household's income exceeds the designated income limit for the unit, provided that the continued occupancy of the unit may not exceed 24 months after the household income exceeds the income limit, unless approved by the Director.

(b) With any DPP approved rent increase, a household may continue to occupy an affordable rental unit, provided the rent does not exceed the greater of the affordable rent, as described in §2-12 or thirty percent (30%) of the gross household income. If the rental unit is vacated during the affordable housing restriction period, it must be subsequently rented to an eligible household to continue to be counted as an affordable housing unit.

[Eff: MAR 31 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§3-6 Eligibility Requirements: Sole Application.** The name of any applicant, co-applicant/spouse, or any member of the household may only appear on one application for the project. The appearance of any one name on more than one application for the project will be sufficient reason for DPP to disqualify all applications containing that name. However, if a large project is offered in several smaller phases, an applicant may apply for each phase of the project.

[Eff: MAR 31 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§3-7 Occupancy Requirements.** (a) For the purpose of maximizing the number of persons to benefit from the Affordable Housing Program by matching household size with the affordable housing unit type, based on the number of bedrooms in the affordable housing unit, the occupancy requirement for each type of affordable housing unit is as follows:

<u>Affordable Housing Unit Type</u>	<u>Occupancy Requirements</u>
Studio	1-2 Persons
1 Bedroom	1-3 Persons
2 Bedroom	2-5 Persons
3 Bedroom	3-7 Persons
4 Bedroom	4-8 Persons

(b) DPP may modify the occupancy requirements stated in this section if affordable housing units are unsold, unrented, or for the allowance of a live-in aide approved by the Director.

[Eff: MAR 31 2019 ] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§3-8 Income Verification.** (a) The Gross Household Income of an applicant for benefits under the Affordable Housing Program shall be certified by DPP prior to the transfer of title or lease agreement.

(b) DPP will determine the Gross Household Income and compliance with certain other eligibility requirements based on the household's most recent two months' payroll information, last two years' income tax return(s), or other DPP approved income verification form(s) as required by DPP.

(c) Live-in aide income may be excluded in qualifying eligible affordable housing recipients, based on HUD guidelines, subject to the Director's approval.

[Eff: MAR 3 1 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§3-9 Eligibility Determination by DPP.** (a) The developer shall submit to DPP the following documentation, in a form satisfactory to DPP, for the certification of the applicant's eligibility:

- (1) Application for the affordable housing unit;
- (2) Income limit summary sheet;
- (3) Owner-occupant affidavit (if applicable);
- (4) Minimum of most recent two months' worth of pay

- information;
- (5) The last two years' tax returns;
  - (6) Identification;
  - (7) Mortgage prequalification letter or lease agreement;
  - (8) Net assets summary and disclosure form as may be applicable; and
  - (9) Additional documentation as may be required by DPP.
- (b) The application and documentation shall be as complete as possible in order to expedite DPP determination of an applicant's eligibility.
- (c) An applicant found to have willfully submitted false information, made misstatements, or withheld necessary information, shall be deemed ineligible, and the City reserves the right to recover any money wrongfully gained and to any other recourse provided by law.
- (d) DPP may establish an expiration date for applications received to purchase an affordable housing unit on a project-by-project basis.

[Eff: MAR 31 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§3-10 Prequalification.** DPP may determine applicant's eligibility and develop a pool of prequalified applicants for affordable housing units. Prequalified eligible applicants shall annually update their information to DPP of their status while waiting in the prequalified applicant pool.

[Eff: MAR 31 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§3-11 Non-Discrimination.** There shall be no discrimination against any applicant with regard to race, sex, color, religion, marital status, sexual orientation, familial status, national origin, person with disability status, political affiliation, or human immunodeficiency virus infection or any other category protected under state or federal law.

[Eff: MAR 31 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**Sec. \_\_\_\_-1.10 Administration and Fees.**

- a. The director shall administer this chapter.
- b. Fees for the administration and implementation of this chapter will be assessed on the owners of for-sale affordable dwelling units and the occupants of for-rental affordable dwelling units subject to this chapter.
- c. Applicable Fees.
  - (i) For-sale affordable dwelling units will be subject to an annual monitoring fee of \$50.00 per unit.
  - (ii) For-sale affordable dwelling units will be subject to a fee of \$600.00 per unit each and every time the real property title of the unit changes pursuant to Section \_\_\_\_-1.5.
  - (iii) For-rental affordable dwelling units will be subject to annual monitoring by a private compliance monitoring service, the fees for which will be paid by the owner of an affordable rental dwelling unit directly to the private compliance monitoring service.

**NOTICE AND ACKNOWLEDGMENT**

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO, THE TERMS AND CONDITIONS SET FORTH ABOVE.

\_\_\_\_\_  
Purchaser Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Purchaser Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT "J"

### SUMMARY OF ESCROW AGREEMENT

Capitalized terms have the same meanings ascribed to such terms in the Escrow Agreement for the Project dated December 28, 2020, between Developer and Title Guaranty Escrow Services, Inc., as may be amended ("Agreement"), and which Agreement contains the following provisions (which may be modified or otherwise limited by provisions which are not summarized herein below):

A. 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 the sales contract and any amendments and/or addenda thereto to Escrow. Each sales contract shall (a) contain the correct name(s), mailing address(es) and email address(es) of the purchaser(s), (b) identify the unit number to be conveyed, (c) require that all payments to be made thereunder shall be made to Escrow, and (d) be accompanied by the Initial Deposit (as such term is defined in the sales contract) required thereunder.

B. Escrow shall receive, deposit, and hold in escrow and disburse as herein set forth: (1) all payments received by it under sales contracts executed by Seller, (2) all sums received by it under the Agreement from or for the account of 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 it from any other source on account of the 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.

C. Unless otherwise provided in the 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.

D. 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) of the Agreement; (3) the purchasers' sales contracts under which purchaser deposits being released are effective and binding; and (4) all conditions contained in the 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 described in Section 6 of the Agreement) that would permit a purchaser to cancel or rescind the purchaser's sales contract.

E. 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:



1. 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 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).

2. 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.

3. 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 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.

F. Unless otherwise provided in the 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:

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

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 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

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 Residential Unit and postmarked no later than midnight of the thirtieth (30th) calendar day after the date that the purchaser(s) received the notice of rescission from Seller, in which case such purchaser(s) shall be entitled to a prompt and full refund of any monies 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.

G. 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.

\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE ESCROW AGREEMENT. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE ESCROW AGREEMENT, 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 meanings ascribed to such terms in the House Rules or the Declaration.

1. 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 the House Rules. No illegal activity shall be conducted on the Premises.
2. 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.
3. 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 (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 Project Documents (as defined in the House Rules).
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. Except as otherwise specifically provided in the 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; provided that, in the event that a designated smoking area is identified for the Project, smoking may be permitted within such designated smoking area. In addition, smoking is not permitted in any limited common element appurtenant to a specific Unit, including, without limitation, the balcony appurtenant to any Unit.
8. No recreational activities shall be permitted in any portion of the Project except in those areas expressly designated for such activities.

9. 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.
10. 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 of the Residential Units shall accompany their Guests at all times.
11. 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 of Residential Units 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 the reasonable weight limitation as determined by the Board. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed said weight limitation 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.
12. 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.
13. 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 Residential Unit. Notwithstanding such consent, a tenant may keep only those types of pets which may be kept pursuant to the House Rules. Any Occupant who keeps a pet or pets pursuant to the 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 Residential Unit or another Residential 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.

14. Each owner of a pet and the Owner of the Residential 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 Residential Unit and the Project.
15. Except when in transit or using the dog park, 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).
16. 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).
17. Owners of dogs, other than dogs that are service animals or emotional support animals, shall be assessed a special annual fee of \$50.00 per dog to defray the additional costs incurred by the Association in properly cleaning and maintaining the common elements of the Project.
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, 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 balcony of any Unit, without the prior written approval of the Board.
20. 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. With respect to Residential Units 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. The Managing Agent shall be permitted to enter a Unit to verify that all such modifications were made in accordance with approved plans and specifications.

21. Damage to the buildings or common areas 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.
22. 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 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, as stated in the House Rules, may be charged against the responsible Owner for each violation of the Declaration, the Bylaws, and/or House Rules. This fine will 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.
24. 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) 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, conference call, or at a physical meeting of the Board within ninety (90) 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.

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 Property and/or its management or operation. 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 TERMS AND PROVISIONS CONTAINED IN THE HOUSE RULES. THIS SUMMARY IS A GENERAL SUMMARY OF SOME OF THE PROVISIONS IN THE HOUSE RULES AND PURCHASER MUST REFER TO THE HOUSE RULES TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE HOUSE RULES, THE HOUSE RULES AGREEMENT WILL CONTROL.

## EXHIBIT "L"

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

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

The specimen Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney ("Unit Deed") for the market units and the affordable housing units contains among others, the following provisions (which may be modified or otherwise limited by provisions which are not summarized hereinbelow):

- A. The premises conveyed comprises a Residential Unit and its undivided Common Interest in The Park on Ke'eumoku condominium property regime situate in the City and County of Honolulu, State of Hawaii.
- B. Grantor is the lawful owner of the fee simple interest in the Residential Unit and the rights to be transferred to Grantee; the same are free and clear of and from all encumbrances except as identified in the Unit Deed and except for the lien of real property taxes not yet by law required to be paid; Grantor has good right and title to sell and convey said real property in the manner set forth in the Unit Deed; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in the Unit Deed.
- C. Grantee agrees, for the benefit of all other owners of the other Units in the Project, to at all times observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions set forth in the Declaration, the Bylaws, and the House Rules, as any of the same exist or may hereafter be amended in accordance with law, and accepts and approves of the Declaration, Bylaws, and House Rules.
- D. Grantee agrees and consents to the exercise by Grantor of any of its reserved rights set forth in the Unit Deed and in the Declaration, and Grantee agrees to sign such documents and do such things as may be required to permit Grantor to exercise those reserved rights, including the signing, delivery and filing of all documents which may be necessary. Grantee appoints Grantor as Grantee's "attorney-in-fact" which means that Grantor can act for Grantee or on Grantee's behalf, with "full power of substitution," which means that someone else may take Grantor's place to sign, deliver and file all documents and to do all things on Grantee's behalf, which grant of authority, being coupled with an interest, which means that Grantor has an interest beyond just in the power Grantee is giving, cannot be revoked by Grantee for the term of the reserved rights and will not be affected by Grantee's disability.

Additionally, the specimen Unit Deed for the affordable housing units provides that by executing the Unit Deed, a purchaser understands and agrees that the unit being conveyed is designated as an affordable housing unit in accordance with the terms, conditions, and requirements of Ordinance 18-10 and the affordable housing requirement rules adopted thereunder by the City and County of Honolulu Department of Planning and Permitting. The restrictions on transfer, sale/buyback, and use of an affordable housing unit are set forth in **Exhibit "B"** to the Unit Deed for an affordable housing unit, and the information contained in said **Exhibit "B"** is provided in **Addendum 1** to this **Exhibit "L"**.



\* \* \* \* \*

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE UNIT DEED. THIS SUMMARY IS A GENERAL SUMMARY OF SOME OF THE PROVISIONS IN THE UNIT DEED AND PURCHASER MUST REFER TO THE UNIT DEED TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE UNIT DEED, THE UNIT DEED WILL CONTROL.

## **EXHIBIT "L" - ADDENDUM 1**

### **AFFORDABLE HOUSING UNIT**

#### **CITY'S RESTRICTIONS ON TRANSFER, SALE/BUYBACK, AND USE**

(Rules to Implement City's Affordable Housing Requirements as set forth in Ordinance 18-10)

**§5-1 Terms of Restrictions.** (a) Each affordable housing unit shall be subject to and encumbered by the restrictions on transfer, use and sale of affordable housing units stated in §§201H-47, 201H-49, and 201H-50, HRS, except as those restrictions are modified in this chapter.

(g) The length of the restriction period on the affordable housing units shall be set forth in the affordable housing agreement and reflected in the deed restriction that encumbers the affordable housing unit.

(h) The restrictions on transfer, sale/buyback, additional financing, and use shall be fully stated in their entirety in all conveyance documents and restrictive covenants on the affordable housing units.

(i) No owner shall be entitled to modify the restrictions on use, transfer, or sale of the real property, without the written permission of the City, holder of a duly recorded first mortgage on the affordable housing unit, and the owner of the fee simple or leasehold interest in the land underlying the unit, unless the holder of the first mortgage or the owner is an agency of the City.

(j) The City, developer, or City's authorized agent shall reserve the right to seek financial recourse from the owner if the provisions of this Chapter are violated. Terms of the financial recourse shall be fully stated in their entirety in all instruments, conveyance documents, and restricted covenants. Financial recourse may include the appreciated value of the affordable housing unit. Funds collected from any financial recourse action shall be credited to the entity that provided the affordable housing subsidy or to the City to fulfill an outstanding affordable housing unit obligation. The City reserves the right to disqualify units which are non-compliant with the restriction period requirement.

(k) The restrictions of this chapter shall terminate as to a particular real property and shall not attach in subsequent transfers of title of that real property if the Director releases the restrictions.

[Eff: MAR 3 1 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§5-2 Restrictions on Use.** (a) Affordable for-sale housing units purchased under the affordable housing program shall be occupied as the purchaser's principal residence for the duration of the restriction period. The owner of an affordable for-sale housing unit shall not rent the affordable housing unit, except in extreme hardship circumstances which prevents the continued occupancy of the affordable housing unit, as determined and approved by the Director pursuant to §5-5.

(e) Affordable rental units shall be occupied as the renter's principal residence and shall not be subleased during their lease agreement period.

(f) The City, developer, or City's authorized agent shall have the right during the restriction period to verify owner occupancy of the principal residence.

(g) The provisions of this section shall be incorporated in any deed, lease, agreement of sale, or any other instrument of conveyance.

[Eff: MAR 3 1 2019 ] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§5-3 Restriction on Additional Financing.** (a) During the restriction period, only mortgages and liens consented to in advance by the City and created for the purpose of financing essential improvements or maintenance and repair of the affordable housing unit, or other expenditures relating to the property of an emergency or life-threatening nature, may be placed on the property, provided that the owner shall not refinance the real property for an amount in excess of the purchase price as determined by §5-4(a).

(b) The provisions of this section shall be incorporated in any deed, lease, agreement of sale, or any other instrument of conveyance. [Eff: MAR 3 1 2019 ] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§5-4 Affordable For-Sale Buyback Restriction.** (a) During the affordable housing restriction period, if the purchaser wishes to sell or transfer title of the real property, BFS or a qualified nonprofit housing trust shall have the first option to purchase the real property at a price that shall not exceed the sum of:

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- (4) The original cost of the affordable housing unit to the owner;
  - (5) The cost of any property improvements added by the owner; and
  - (6) Simple interest on the original cost of the unit plus property improvements by the owner at the rate of one percent (1%) per year the affordable housing unit has been occupied.
- (b) The City or qualified nonprofit housing trust may purchase the real property either:
- (3) By conveyance free and clear of all mortgages and liens; or
  - (4) By conveyance subject to existing mortgages and liens, where the City or affordable housing trust shall assume the seller's obligation on any first mortgage created for the purpose of securing the payment of a loan of funds expended solely for the purchase of the real property by the seller; and any mortgage or lien created for any other purpose, provided that the Director has previously consented to it in writing. The City or authorized affordable housing trust interest, created by this section shall constitute as a statutory lien on the real property and shall be superior to any other mortgage or lien except for:
    - (D) Any first mortgage created for the purpose of securing the payment of a loan of funds expended solely for the purchase of the real property by the seller;
    - (E) Any mortgage insured or held by a federal housing agency;
  - and
  - (F) Any mortgage or lien created for any other purpose, provided that the Director has previously consented to it in writing.
- (c) If BFS or qualified nonprofit housing trust does not exercise the option to purchase the real property, then the owner shall:
- (4) Sell or transfer the real property at a price no more than described in §5-4(a) and upon terms that preserve the intent of this chapter;
  - (5) Sell or assign to a qualified resident as described in Chapter 3, and who is in the same income group as the original purchaser at the time of the original sale, approved by DPP; and
  - (6) Submit a copy of the deed and final transfer of sale to the DPP within ninety days (90) after the date of sale.
- (d) An owner found to have not met or been approved for any of these conditions may be deemed to be in violation of the buyback

restriction, and the City reserves the right to recover any money wrongfully gained and to any other recourse provided by law.

(e) The provisions of this section shall be incorporated in any deed, lease, agreement of sale, or any other instrument of conveyance.

[Eff: MAR 31 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§5-5 Waiver of Owner-Occupancy.** (a) The Director may temporarily waive the owner-occupancy requirement for a total of not more than ten (10) years of the restriction period, during which time the affordable housing unit may be rented to a person who is a qualified resident as described in Chapter 3, and who is in the same income category as the original purchaser at the time of the original sale, approved by DPP. The rent must be at a price as described in §2-12.

(f) The restriction period shall be extended by one month for every month or fraction thereof that the owner-occupancy requirement is waived. The Director may grant a one-time extension of the waiver period on a case-by-case basis due to extreme hardship circumstances.

(g) Waivers may be granted only to qualified residents who have paid property and resident state income taxes during all years in which they occupied the affordable housing unit, who continue to pay property and resident state income taxes during the waiver period, and whose inability to reside on the property does not stem from a natural disaster.

(h) If the owner fails to reoccupy the affordable housing unit after any waiver period and attempts to sell the affordable housing unit, then the owner shall receive no more than the maximum amount as stated in §5-4(a), subject to the Director's approval. Any person who disagrees with the Director's determination under this section shall be entitled to a contested case proceeding under Chapter 10 of these rules.

(i) Owners shall submit annual reports to the DPP for the duration of the waiver period, as described in §6-2.

[Eff: MAR 31 2019 1 (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)]

**§5-6 Affordable Rental Units Restriction.** (a) Affordable rental units must be rented for a minimum restriction period as set forth in affordable housing agreement.

(b) The City or qualified nonprofit housing trust shall be given the first option to purchase the project or units, subject to the following;

- (5) After the fulfillment of the restriction period;
- (6) When the affordable rental units are converted to for-sale units;
- (7) At a price which an independent appraiser, mutually agreed upon by BFS or City authorized representative and the developer or subsequent owner, determines to be the fair market value of the units; and
- (8) The City or qualified nonprofit housing trust shall provide a response within 90 days of the notice of offering.

(c) The provisions of this section shall be incorporated in any deed, lease, agreement of sale, or any other instrument of conveyance for the affordable rental unit portion of the project.

[Eff: MAR 31 2019 (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)]

**§5-7 New Restriction Period.** (a) If an affordable housing unit is repurchased by the City and resold to a new owner during the restriction period, a new restriction period equal to the original restriction period or remainder of the period may be imposed upon the new owner.

(b) If a qualified nonprofit housing trust purchases an affordable housing unit in place of the City, as described in §5-4(a), then in accordance with §201H-47, HRS, the restrictions prescribed in this chapter shall be automatically extinguished and the housing trust shall establish new buyback restrictions for the purpose of maintaining the unit as affordable for as long as practicable, or as otherwise required by the City.

[Eff: MAR 31 2019 ] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§5-8 Waiver.** If an owner wishes to sell an affordable for-sale housing unit during the buyback restriction period, BFS may waive the

transfer restriction for that specific transaction. A waiver by BFS will be determined on each separate request based on the following criteria:

(3) The owner wishes to transfer title to the real property by devise or through the laws of descent to a household member who would otherwise qualify under these rules.

(4) The sale or transfer of the real property would be at a price, as described in §5-4(a), and upon terms that preserve the intent of this section without the necessity of BFS repurchasing the real property; provided that, in this case, the owner shall be required to sell the affordable housing unit or lot and sell or assign the property to a person who is a qualified resident as described in Chapter 3, who is in the same income category as the original owner at the time of the original sale, approved by BFS.

[Eff:MAR 3 1 2019 ] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

**§5-9 Release and Cancellation of Restrictions.** (a) The City may release the restrictions prescribed in this chapter if the real property is financed under a federally subsidized mortgage program and the restrictions would jeopardize the federal government's ability to recapture any interest credit subsidies provided to the homeowner.

(d) The Director may waive any of the restrictions set forth in this chapter in order to comply with requirements set forth in federal laws or regulations governing mortgage insurance or guarantee programs or requirements set forth by federally chartered secondary mortgage market participants.

(e) The restrictions prescribed in this chapter shall be automatically extinguished and shall not attach in subsequent transfers of title when a qualified nonprofit housing trust becomes the owner of the real property or when a mortgage holder or other party becomes the owner of the real property pursuant to a mortgage foreclosure under power of sale, or a conveyance in-lieu of foreclosure after a foreclosure action is commenced; provided that the mortgage is the initial purchase money mortgage, or that the Director consented to and agreed to subordinate the restrictions to the mortgage when

originated, if the mortgage is not the initial purchase money mortgage; or when a mortgage is assigned to a federal housing agency. Any law to the contrary notwithstanding, a mortgagee under a mortgage

covering real property or leasehold interest encumbered by the first option to purchase in favor of the City, prior to commencing mortgage foreclosure proceedings, shall notify the Director in writing of:

(1) Any default of the mortgagor under the mortgage within ninety (90) days after the occurrence of the default, and

(2) Any intention of the mortgagee to foreclose the mortgage under Chapter 667, HRS forty-five (45) days prior to commencing mortgage foreclosure proceedings;

provided that the mortgagee's failure to provide written notice to the City shall not affect the holder's rights under the mortgage.

[Eff: MAR 3 1 2019] (Auth: RCH §6-1504; Ord 18-10) (Imp: Ord 18-10; ROH §21-9.100-5)

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EXHIBIT "L"  
Addendum 1  
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Purchaser's Initials \_\_\_\_\_



By signing below, Grantee acknowledges and accepts the foregoing program requirements, as may be amended from time to time, and agrees to notify and obtain the City's prior written consent when engaging in any activity pertaining to Grantee's occupancy as the principal residence, use, transfer, financing, refinancing, and/or modification and sale of the property, while this exhibit is in effect.

GRANTEE:

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

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\_\_\_\_\_