MUSE

HONOLULU

CONDOMINIUM DOCUMENTS

MARCH 2025

MUSE HONOLULU CONDOMINIUM DOCUMENTS

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Section I

Developer's Public Report for Muse Honolulu Effective Date 2.26.2025 "Public Report"

IMPORTANT - - Read This Developer Prepared Report Before Buying

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

DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	MUSE HONOLULU
Project Address	1538 Kapiolani Boulevard Honolulu, Hawaii 96814
Registration Number	9212
Effective Date of Report	**February 26, 2025**
Developer(s)	1538 KAPIOLANI 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.

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.

1. **Project Information**. The Muse Honolulu condominium project (the "**Project**") is located in the City and County of Honolulu, State of Hawaii. The Project is currently expected to consist of: (a) two (2) commercial units; and (b) three hundred fifteen (315) residential units, for a total of three hundred seventeen (317) units (collectively, the "**Units**" and each a "**Unit**") located in a single thirty-nine (39) story building as set forth in the Declaration of Condominium Property Regime of Muse Honolulu, dated January 6, 2025 (the "**Declaration**") and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "**Office**") as Document No. T-12820193, and shown on Condominium Map No. 2614 (the "**Condominium Map**"). One (1) residential unit (Residential Unit No. 1501) is currently reserved for sale to the Association of Unit Owners of the Project (the "**Association**") as a resident manager's unit, and the other three hundred fourteen (314) residential units will be offered and sold as market-priced units.

2. **Transit-Oriented Development Special District**. The Project is located in the Transit-Oriented Development Special District, as a project within a quarter mile of the proposed rail transit station at Ala Moana Center. Resolution No. 23-62, CD1, approving the conceptual plan for the Project (the "**Resolution**"), was adopted by the City Council of the City and County of Honolulu on August 9, 2023. The Resolution allows for more flexible design and building standards than would normally be permitted by the underlying BMX-3 District, subject to certain conditions. Based on the approved conceptual plan, Developer has submitted an application for an Interim Planned Development-Transit Project and Special District Permit (the "**Permit**"). Upon Project completion, the Association will be required to ensure continued compliance with the requirements of the Resolution and Permit.

3. **Reserved Rights of Developer; Development Period**. Exhibit "G" to this Public Report sets forth a summary of certain reserved rights of Developer. These rights will continue even after the completion of the Project and closings of the sales of units and the transfer of title to owners and will not expire until the first to occur of (a) December 31, 2045, (b) the date Developer no longer owns any interest in the Project, or (c) the date Developer files a document relinquishing all of Developer's reserved rights (the "**Development Period**"). 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 will not permit a purchaser to rescind a sales contract.

   By signing a Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney for Muse Honolulu, 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.

4. **Developer Control Period**. Developer has the right to appoint and remove the initial officers and directors of the Association for a certain period referred to as the "**Developer Control Period**". The Developer Control Period shall terminate no later than the earliest 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 an instrument voluntarily surrendering all rights to control the activities of the Association.

5. **Affiliated Broker**. JL Ala Moana LLC, the sole member of the Associated Real Estate Advisors LLC, the Project Broker, is an affiliate of Developer. Timothy Lee acts as the Manager of both the Developer and JL Ala Moana LLC.

6. **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 provisions apply to the resolution of Disputes (as defined below):

PURPOSE AND EXCLUSIVITY. THE PURPOSE OF THESE DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES (THE "**PROCEDURES**") IS TO PROVIDE 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 THE 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 BY, BETWEEN, OR AMONG THE PARTIES WITH RESPECT TO, ARISING OUT OF, OR RELATING TO THE 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** OF THE SALES CONTRACT, ANY DISPUTE SOLELY BETWEEN SELLER AND PURCHASER ARISING OUT OF OR INCIDENT TO THE SALES CONTRACT MAY BE PURSUED IN A COURT OF COMPETENT JURISDICTION IN HONOLULU, HAWAII, WITHOUT THE OBLIGATION OF 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.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.iii** AND **E.36.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.iii** AND **E.36.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 THE 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.iii** AND **E.36.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 THE SALES CONTRACT AND THE TERMINATION OR EXPIRATION OF THE SALES CONTRACT. THESE PROCEDURES, AND THE RIGHTS, DUTIES, AND OBLIGATIONS OF THE PARTIES, SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE PARTIES' 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.

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

A. DISPUTES. The purpose of this Article is to provide the Owners, Association, Board, Managing Agent, Developer (in its capacity as an Owner or Board member, or as otherwise set forth in Section 514B-161 of the Act, as amended) and their respective Representatives (collectively, for purposes of this Article, the "**Parties**") with a mechanism to resolve Disputes. A "Dispute" means and includes any and all actions, claims, or disputes between or among the Parties with respect to, arising out of, or relating to the Declaration, the Bylaws, or the House Rules. A Dispute shall not include: (a) claims for construction defects governed by the Contractor Repair Act, Chapter 672E of the Hawaii Revised Statutes; (b) incidents of 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) matters that would affect the availability of any coverage pursuant to an insurance policy obtained by or on behalf of the Association.

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 an effort to resolve the Dispute.

C. MEDIATION. If the Parties cannot resolve such Dispute by discussion pursuant to Section XLI.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. A Party may apply to the First Circuit Court of the State of Hawaii for an order compelling mediation as set forth in Section 514B-161 of the Act, as amended.

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, or otherwise set forth in Section 514B-161 of the Act, as amended. Each Party shall bear its own attorneys' fees and costs in connection with such mediation unless otherwise required under Section 514B-161 of the Act, as amended.

4. No Judicial Intervention. If a Party institutes litigation prior to observing the procedures set forth in Sections XLII.B and XLII.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 XLII.B and XLII.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. USE OF PROCEEDS. Any monetary damage or award paid to a Claimant in connection with a dispute arising out of an Alleged Defect shall first be applied towards the payment of the cost to repair the Alleged Defect, prior to the payment of any legal or consulting fees incurred by the Claimant in connection with such dispute.

F. 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 XLII.B and XLII.C above.

G. 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. **Declaration (Section XLVIII)**: The following are provisions in the Declaration regarding the waiver of certain rights:

1. **WAIVER OF CERTAIN DAMAGES**. WITH RESPECT TO ALL DISPUTES, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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.

7. **Warranties**. Developer is developing the Project but it is not the general contractor or an affiliate of the general contractor building the Project. Further, Developer, 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. Developer disclaims any express or implied warranty of any kind whatsoever with respect to the materials, workmanship, or any other matters relating to a 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.

8. **Commercial Director Consent Right**. 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.

9. **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, or commence curing the default if it is impractical to cure the entire default within said period, 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 together with any interest earned thereon.

10. **Maintenance Fees**. The estimated maintenance fees set forth in Exhibit "H" to this Public Report are estimates only and may change for reasons beyond the control of Developer. Insurance, energy, and labor costs are currently in flux and can substantially increase over a short period of time. Developer cannot predict how changes in the economic, social, and political conditions in Hawaii, in 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.

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

12. **Insurance**. Each Unit owner is solely responsible, at such Unit owner's sole expense, for obtaining and maintaining a personal home insurance policy of Type HO-6 or an equivalent policy that provides customary coverage for liability for such owner's personal property, improvements and

betterments, and other portions of such owner's Unit that are not covered by the policy obtained by the Association of Unit Owners of the Project.

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

14. **Unrecorded Lease**. Exhibit "F" to this Report (Encumbrances Against Title) currently shows an Unrecorded Lease between Lionking II, LLC, as Lessor, and HawaiiUSA Federal Credit Union, as Lessee, dated June 19, 2012 (the "**Unrecorded Lease**"). Developer has terminated the Unrecorded Lease and will have the Unrecorded Lease removed from title prior to the conveyance of Units to purchasers.

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

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EXHIBIT B: Boundaries of Each Unit

EXHIBIT C: Permitted Alterations to Units

EXHIBIT D: Special Use Restrictions

EXHIBIT E: Common Elements and Limited Common Elements

EXHIBIT F: Encumbrances Against Title

EXHIBIT G: Reserved Rights of Developer

EXHIBIT H: Estimated Budget and Initial Maintenance Fees

EXHIBIT I: Summary of Sales Contract

EXHIBIT J: Summary of Escrow Agreement

EXHIBIT K: Summary of House Rules

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

EXHIBIT M:

EXHIBIT N:

EXHIBIT O:

ADDITIONAL:

General Information on Condominiums

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

Resources For Condominium Living

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

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

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

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	☒ Fee Simple ☐ Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	☒ Yes ☐ No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	1538 Kapiolani Boulevard Honolulu, Hawaii 96814
Address of Project is expected to change because (describe)	N/A
Tax Map Key (TMK)	(1) 2-3-021: 006
Tax Map Key is expected to change because	N/A
Land Area (square feet or acres)	40,166 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

1.2 Buildings and Other Improvements

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

317	**Total Number of Units**

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

1.4 Parking Stalls

Total Parking Stalls in the Project:	436 residential; 21 commercial; 4 loading
Number of Guest Stalls in the Project:	9 for residential guests
Number of Parking Stalls Assigned to Each Unit:	See Exhibit A
Attach Exhibit A specifying the parking stall number(s) assigned to each unit and guest and the type of parking stall(s) (compact/standard/tandem, covered/open, and electric charging ready/capable).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. All unassigned parking stalls are currently assigned to Residential Unit No. 1501 and may be subsequently assigned to individual Residential Units.	

1.5 Boundaries of the Units

Boundaries of the unit: See Exhibit B.

1.6 Permitted Alterations to the Units

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

1.7 Common Interest

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

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

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

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	5
Stairways	4 (including Recreational Amenity stairs but not including interior unit stairs)
Trash Chutes	1

1.10 Limited Common Elements

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

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.	
☒	Pets: dogs, cats, or other typical household pets and service and assistance animals are permitted in Residential Units pursuant to the limitations in Section VI.L of the Declaration and the House Rules (see Exhibit K)
☒	Number of Occupants: See Declaration, Section VI.C.2 (See also Section C.2 of Exhibit D)
☒	Other: See Exhibit D; House Rules and restrictions on home-based businesses described in Exhibit D, paragraph C.1
☐	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 6, 2025
Company that issued the title report: Title Guaranty of Hawaii, LLC

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning					
	Zoning/Type of Use	No. of Units	Use Permitted by Zoning	Zoning District	No. of Spatial
☒	Residential	315	☒ Yes ☐ No	BMX-3	0
☐	ADU/Ohana		☐ Yes ☐ No		
☐	Mix Residential/Commercial		☐ Yes ☐ No		
☒	Commercial	2	☒ Yes ☐ No	BMX-3	0
☐	Hotel/Resort		☐ Yes ☐ No		
☐	Timeshare		☐ Yes ☐ No		
☐	Industrial		☐ Yes ☐ No		
☐	Agricultural		☐ Yes ☐ No		
☐	Preservation/Recreational		☐ Yes ☐ No		
☐	Other (Specify):		☐ Yes ☐ No		
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			☒ Yes ☐ No		
Variances to zoning code have been granted.			☒ Yes ☐ No		
Describe any variances that have been granted to zoning code		See discussion of Transit-Oriented Development Special District in Paragraph 2 on Page 1a			

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures, and Lots

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

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

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

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

If a non-conforming use, structure, or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:

N/A

1.15 Conversions

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

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

1.16 Project In Agricultural District

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

1.17 Project with Assisted Living Facility

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

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	Name: 1538 Kapiolani LLC Business Address: 1388 Kapiolani Boulevard, Comm 1 Honolulu, Hawaii 96814 Business Phone Number: (808) 445-9080 E-mail Address: info@musehonolulu.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.**	Timothy Lee is the manager of Developer
2.2 Real Estate Broker*	Name: Associated Real Estate Advisors LLC Business Address: 1440 Kapiolani Boulevard, Suite 1509 Honolulu, Hawaii 96814 Business Phone Number: (808) 445-9199 E-mail Address:
2.3 Escrow Depository*	Name: Title Guaranty Escrow Services, Inc. Business Address: 225 Queen Street, Suite 500 Honolulu, Hawaii 96813 Business Phone Number: (808) 521-0211 E-mail Address: jnelson@tghawaii.com
2.4 General Contractor	Name: TBD Business Address: Business Phone Number: E-mail Address:
2.5 Condominium Managing Agent	Name: Hawaiian Properties, Ltd. Business Address: 1165 Bethel Street, 2nd Floor Honolulu, Hawaii 96813 Business Phone Number: (808)539-9777 E-mail Address:
2.6 Attorney for Developer	Name: Imanaka Asato, Attn: Owen T. Iida, Esq. Business Address: 745 Fort Street Mall, 17th Floor Honolulu, Hawaii 96813 Business Phone Number: (808) 521-9500 E-mail Address: oiida@imanaka-asato.com

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

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

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

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	February 6, 2025	T-12820193
Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number

3.2 Bylaws of the Association of Unit Owners

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	February 6, 2025	T-12820194
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:	2614, February 6, 2025
Bureau of Conveyances Map Number & Recording Date:	
Dates of Recordation of Amendments to the Condominium Map:	

3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "House Rules") to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer. Changes to House Rules do not need to be recorded to be effective.		
The House Rules for this project:		
Are Proposed	☒	See Exhibit K
Have Been Adopted and Date of Adoption	☐	
Developer does not plan to adopt House Rules	☐	

3.5 Changes to the Condominium Documents

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

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

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

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

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

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

4.2 Estimate of the Initial Maintenance Fees

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

4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
☒	Electricity for the common elements
☒	Gas for the common elements
☒	Water
☒	Sewer
☐	TV Cable
☐	Other (specify):

4.4 Utilities to be Separately Billed to Unit Owner

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

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

☒	Specimen Sales Contract Exhibit ___I___ contains a summary of the pertinent provisions of the sales contract, including but not limited to any rights reserved by the Developer.
☒	Escrow Agreement dated: September 30, 2024 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit ___J___ contains a summary of the pertinent provisions of the escrow agreement.
☐	Other:

5.2 Sales to Owner-Occupants

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

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

5.3 Blanket Liens

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

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

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

5.4 Construction Warranties

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

Building and Other Improvements: See page 13a.

Appliances: See page 13a.

5.3 Blanket Liens (continued)

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage	If there is a default and a foreclosure of the mortgage prior to conveyances, the purchaser may lose the right to buy 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. If, however, purchasers' deposits are disbursed to pay Project costs, there is a risk that purchasers' deposits will not be refunded.

5.4 Construction Warranties (continued)

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 to Developer by the general contractor for the Project (the "Contractor") and by any subcontractor or materialmen, 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 suppliers, 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 is currently scheduled to commence in the second quarter of 2026 and is completion is anticipated in the fourth quarter of 2028.
Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.
Completion Deadline for any unit not yet constructed, as set forth in the sales contract: Developer shall complete construction of a residential unit covered by a sales contract so as to provide normal occupancy of the unit within six (6) 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

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

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

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

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

5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

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

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

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

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

5.7 Rights Under the Sales Contract

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

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

8. Other:

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

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

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

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

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

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

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

(1) The purchaser has signed the sales contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

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

1. **Common Expenses; Developer May Pay Actual Costs of Project**. Developer may initially assume the actual Common Expenses of the Project, pursuant to Section 514B-41(b) of the Hawaii Revised Statutes ("HRS"), from the date upon which the certificates of occupancy are issued for Units within the Project. If Developer initially assumes the actual Common Expenses, the Owners shall not be obligated to pay 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 a purchaser pursuant to the sales contract for the purchase of the Unit.

3. **The Commercial Units; Operations of Commercial Units**. The Commercial Units are located on level 1 of the Tower. 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 between the Residential Unit Class and the Commercial Unit Class, then shared among the individual Owners through their Residential Unit Class Common Interest and Commercial Unit Class Common Interests, set forth in Exhibit "A." The Class Common Interest is not an ownership interest but rather an interest used to calculate each Owner's share of the Class Common 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, Residential Limited Common Elements and Commercial Limited Common Elements 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, Residential Limited Common Elements and Commercial Limited Common Elements. If the vendor is unable to or refuses to meter usage or allocate costs, then the Board may unanimously agree to an Alternative Allocation of such Special Costs between the Commercial Unit Class and Residential Unit Class. In arriving at such agreement, the Board may engage the services of a professional engineer or other professional to provide his/her opinion of a fair allocation.

   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, and/or the Resident Manager may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than it might otherwise be. The Association, Managing Agent, Resident Manager, and Developer shall not in any way be considered insurers or guarantors of security within the Project, and neither the Association, Managing Agent, 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, Board, Managing Agent, Resident Manager, Developer and any successor Developer, do not represent or warrant that any fire protection, burglar alarm, 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, burglar alarm, or other security system, if any, will prevent loss by fire, smoke, burglary, theft, hold-up, terrorism, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system was designed or intended. Each Owner and the Occupants of a Unit acknowledge and understand that the Managing Agent, Resident Manager, Association, its Board and committees, Developer, and any other successor to Developer are not insurers or guarantors, and that 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 Managing Agent, 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 fire protection, burglar alarm, or other security system 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 the Unit is approximate and may vary by more than a nominal amount. Additionally, as a result of field construction, other permitted changes to the Unit, and settling and shifting of Improvements, actual square footage of the Unit may also be affected. By accepting title to the Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any reasonable variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Developer does not make any representation or warranty as to the actual size, configuration, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any reasonable variances between any represented or otherwise disclosed square footage and the actual square footage of Units.

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 and/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. **Nonliability for Corrosion Development**. Being located in the State of Hawaii, generally, and in close proximity to the Pacific Ocean along Oahu's south shore, the Project is exposed to corrosive elements, including, but not limited to, wind, rain, salt air, and volcanic smog (also known as vog) (collectively, "**Corrosive Elements**"). Affirmative steps taken by Owners and the Association to maintain the portions of the Project susceptible to corrosion can reduce the effects of this corrosive atmosphere on the Project.

   The Board shall develop and implement a reasonable maintenance plan to reduce the impact of the Corrosive Elements on the Project, the cost of which shall be a Common Expense. The plan shall include the regular inspection, preventative maintenance, and repair of the components of the Project that can reasonably be accessed for such inspection, maintenance, and repair. The Board shall keep a record of all corrosion maintenance efforts. 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, arising from the occurrence of corrosion at the Project, unless caused solely by the gross negligence or willful misconduct of Developer.

9. **Flood Zone (X); Tsunami Evacuation Zone.** The Project is located in Flood Zone (X), being a low to moderate risk area. Accordingly, flood insurance is not federally required for the Project. The Project is, however, located 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, an Owner waives, releases, and discharges any rights, claims, or actions that such 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.

10. **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**"). 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.

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

12. **Noise; Traffic**. Being located in a business, residential, retail, entertainment, and commuter district, noise, dust, vibration, and/or pedestrian and vehicular traffic are higher than average in the vicinity of the Project. A Honolulu Fire Department fire station and a Hawaiian Electric Company substation are also 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 the Association, 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, the Commercial Units and/or their appurtenant Limited Common elements, or neighboring properties; (b) opening and closing of doors, landscaping maintenance, trash collection, and freight loading/unloading activities at or nearby the Project; (c) loud music from restaurants or other outlets, concert events, or performances; (d) vehicular traffic from the street or Parking Podium; (e) voices of people talking outside retail and/or food and beverage establishments; and (f) noises from special events taking place at or near the Project. Such noise shall not be deemed a "nuisance," as such noises and/or uses are deemed to be common and accepted occurrences in a centrally located high-rise condominium mixed-use setting. Furthermore, normal construction activities shall not be considered a "nuisance." The Commercial Units may be used for retail, restaurant, or other commercial business purposes, as permitted by law and this Declaration, which may cause noise typically associated with the operation and management of those types of establishments (e.g. high vehicular and pedestrian traffic caused by patrons, delivery trucks, and unloading and loading activities and noise and traffic caused by heavy machinery for stocking and operation of the Units and their surroundings). By accepting a Unit Deed or other conveyance of 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 Unit Deed or other conveyance of his or her Unit, acknowledges and agrees that sound transmission in a high-rise building such as the Tower is very difficult to control. Developer does not make any representation or warranty as to the level of sound transmission at the Project, and each Owner hereby waives and expressly releases any claim for loss or damage resulting from such sound transmission.

13. **Honolulu International Airport**. The Project's proximity to the Honolulu International Airport may cause frequent, loud noise from aircraft operations, sightings of aircraft flying at very low altitudes, and fumes, smoke, vibrations, odors, and other nuisances resulting from aircraft flight operations over or near the Project ("**Aircraft Effects**"). By signing and accepting a Unit Deed, Owners accept the Aircraft Effects and waive any claims or rights of action or suits against Developer or Developer's successors and assigns arising from any impairment of Unit Owners' use and enjoyment of a Unit or the Project, or from any inconvenience, property damage, or personal injury arising directly or indirectly from the Aircraft Effects.

14. **Views**. **Each Owner acknowledges that there are no protected views in the Project, and the Units are not assured the existence or unobstructed continuation of any particular view or that any neighboring development will be aesthetically comparable to the Project. Any view from the Unit is not intended as part of the value of the Unit, and is not guaranteed, and Developer makes no representation or warranty regarding whether a Unit will continue to have the same view, or any view; and the effect of the view or the lack thereof on the value of the Unit.** The views from the Unit or Project will likely change as a result of, be affected by, or be obstructed by (i) construction or installation of buildings, improvements, structures, walls, and/or landscaping by Developer or owners of property adjacent to or near the Project; (ii) the proposed elevated rail transit line; and/or (iii) the growth of trees, landscaping, and/or vegetation within or outside the Project. Each Owner and every other Interested Person waives, releases and discharges any rights, claims or actions that such Person may have, now or in the future, against Developer and its Representatives, licensees, successors, and assigns, and arising directly or

indirectly out of or from any such change or obstruction of views by reason of such further development or growth.

15. **Neighboring Developments**. Certain portions of land outside, abutting, and/or near the Project ("**Neighboring Developments**") may be subject to redevelopment, and, in the future, may or will be developed by third parties over whom Developer has no control. The Association and Developer have no jurisdiction over Neighboring Developments, and, accordingly, there is no representation as to the nature, use, or architecture of any future development or improvement on Neighboring Developments. Any use, development, and/or construction on Neighboring Developments may result in noise, dust, and/or other nuisances to the Project and/or Owners, and Owners acknowledge and accept the same.

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

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

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

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

20. **Warranties**. Developer is developing the Project but it is not the general contractor or an affiliate of the general contractor that is building the Project. Developer makes no warranties, express or implied, about the Units or the Project, or about consumer products or anything else installed or contained in the Units or the Project. This includes, but is not limited to, warranties of merchantability, habitability, workmanlike construction, fitness for a particular purpose, or sufficiency of design. Each Owner and every other Interested Person gives up (in legal terms, "waives and releases") any and all rights and claims such Person may have, now or in the future, against Developer, its Representatives, successors and assigns for (i) any defects in the Units or the Project or any consumer products or anything else installed or contained in the Units or the Project, and (ii) for injury to Persons or property arising from any such defects. This means that Developer will not have to pay for any injury or damage to people or things as a result of any defect.

21. **Proposed Rail Route**. The Project may be in the vicinity of the proposed rail route of the County, which may cause noise, dust, vibrations, traffic congestion, view impairments, 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 Unit Deed or other conveyance of a Unit, each Owner accepts the Rail Effects and waives any claims or rights of action or suits against Developer or Developer's successors and assigns arising from any impairment of the Owner's use and enjoyment of the Unit or the Project or the values thereof, or from any inconvenience, property damage or personal injury arising directly or indirectly from the Rail Effects.

22. **Archaeological and Burial Disclosures**. In connection with the development of the Project, Developer will conduct an archaeological inventory survey ("**AIS**"). The AIS may be followed by an Archaeological Preservation Plan and an Archaeological Monitoring Plan. The Association shall be subject to and responsible for compliance with all such plans, agreements, and easements, the expenses of which shall be a Common Expense. All persons who are classified as recognized cultural or lineal descendants by SHPD or the Oahu Island Burial Council with relation to the Project shall have a reasonable right of entry and access over, across, and through the ground level Common Elements to gain access to and for visitation of any burial preserve area so created, subject to reasonable rules and policies established from time to time by Developer and/or the Board relating to hours of visitation, security procedures of visitation, and parking at the Project; provided, however, that no such rules and policies shall at any time unreasonably hinder, impair, or interfere with the right of the recognized cultural and lineal descendants to visit any burial preserve area.

Notwithstanding any effort made or action taken by Developer to comply or cooperate with or fulfill the mitigation commitments set forth above, by acquiring a Unit in the Project, Unit Owners will be deemed to have acknowledged, understood, and agreed to the foregoing, and 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 and changes made to the Project to address any such condition.

23. **Soil Disclosures**. In connection with the development of the Project, Developer will conduct a site investigation. Such investigation may uncover contaminants in the groundwater and the soil on the Land. If contaminants are found, Developer will work with the State of Hawaii Department of Health to identify and evaluate remedial alternatives. Developer may evaluate remedial alternatives such as complete or partial in situ soil and groundwater treatment, complete or partial ex situ soil and groundwater treatment or disposal, institutional and engineering controls, or other remedies. remedial action may be taken to address the contaminants through the removal and off-site disposal of contaminated soil, onsite soil treatment, onsite capping of contaminated soil, or a combination thereof.

Institutional controls are administrative and legal measures such as management plans, rules, permits, requirements and warnings that prevent and control exposure to contaminants. Engineering controls are measures that physically prevent exposure to contaminants such as barriers, caps and containment walls. An example of an institutional control is an Environmental Hazard Management Plan ("**EHMP**"). The purpose of an EHMP is to provide procedures and guidelines for controlling the potential hazards posed by contaminated media remaining at a site. The EHMP may include appropriate cap maintenance/reporting requirements, restrict activities that may compromise the integrity of the engineering controls, specify appropriate soil and groundwater handling and worker protection requirements should disturbance of the contaminated soils and groundwater be unavoidable, and also specify appropriate mitigation measures if a portion of cap(s) are breached. The Association shall be subject to and responsible for compliance with any such EHMP, the expenses of which shall be a Common Expense.

Notwithstanding any effort made or action taken by Developer to comply or cooperate with or fulfill the remediation set forth above, by acquiring a Unit in the Project, Unit Owners will be deemed to have acknowledged, understood, and agreed to the foregoing, and 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 and changes made to the Project to address any such condition.

24. **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.

25. **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.

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

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

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

29. **Mechanical Equipment on Rooftop**. Developer reserves the right to install cooling towers, compressors, and other equipment on the rooftop of the Tower in its sole discretion to service Common Elements including, but not limited to, common hallways, the lobby, and the Recreational Amenities. Should cooling towers, compressors, and other equipment be installed on the rooftop, they may cause noise and vibrations even in the course of normal operation, which may be evident to the Units on the floors immediately below the rooftop, including those located on the top levels of the Tower.

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

31. **Location of Units Near the Recreational Amenities and/or Parking Podium**. Certain of the Units located on or near the seventh (7th), eighth (8th), and thirty-ninth (39th) levels of the Tower are located in close proximity to the Recreational Amenities. These Units may be exposed to greater noise and other nuisances than the Units located in other areas of the Project. Certain Units located in close proximity to the Parking Podium may be exposed to greater noise, traffic, and other nuisances than Units located on other areas of the Project.

32. **Stone**. Natural stone countertops and backsplashes (collectively, "Countertops") may be installed in the Units, including in the bathrooms and kitchens. If such material is used, due to the mineral composition and crystalline structure of the Countertops, small pits may be visible on the polished surface. The pitting as well as natural fissures shall not be considered flaws, as they do not impair the function or durability of the material. Although the Countertops will be finished, due to the porous nature of stone, the Countertops will still be susceptible to discoloration, staining, fracturing, and chipping. The Countertops have special maintenance, care, and upkeep requirements that will need to be complied with by each of the Owners in the Project in order to maximize the enjoyment and useful life of the originally installed Countertops. Some of the shower walls and floors may also be stone. Again, stone is naturally porous and tends to absorb liquid that can

penetrate deeper into the material quickly and may be hard to remove. Stone can and should be sealed when installed and again every few years to minimize staining. However, if it is not done properly or often enough, staining can still occur. Cutting or dropping objects directly on stone can also scratch, chip and crack the surface. The failure to comply with these special maintenance, care, and upkeep requirements may result in additional costs to the Owner and detract from the Owner's enjoyment of the Unit.

33. **Engineered Wood Flooring and Wood Veneer Cabinets in Units**. Engineered wood flooring may be installed in a portion of each Unit. Engineered wood flooring is prone to scratching, and has special maintenance, care, and upkeep requirements as compared to carpeting, with which each Owner must comply in order to maximize the enjoyment and useful life of the originally-installed engineered wood flooring in the Unit. The failure to comply with these special maintenance, care, and upkeep requirements may result in additional costs to an Owner and detract from an Owner's enjoyment of the Unit. The potential sound transmission through an engineered wood floor, when compared to carpeting, is greater, and each Owner, by signing and accepting the Unit Deed to a Unit, will be deemed to have acknowledged and accepted that this condition may result in greater noise being heard from the Units above and adjacent to the Owner's Unit. Owners shall at all times comply with the requirements and provisions of the House Rules, as may be amended, for the purpose of minimizing and softening the level of sound transmission through the engineered wood floor of each Unit. Certain kitchens and bathrooms may also have cabinets made from natural wood veneer, which is subject to color, texture, and surface variations and aging. The failure to comply with special maintenance, care, and upkeep requirements may result in additional costs to the Owner and detract from the Owner's enjoyment of the Unit.

34. **Exposed Concrete Walls, Columns and Ceilings**. Some Residential Units will have exposed concrete walls, columns and/or ceilings. The appearance of these concrete elements will emulate the formwork which will vary from location to location and unit to unit. The surface finish of these concrete elements will be controlled by construction tolerances but may have minor imperfections such at formwork "seam"", small "void"" and patches. These minor imperfections do not impair the durability of the material. It is also common for concrete to develop hairline fissures during the curing process. Such fissures are anticipated and addressed by concrete tolerances. These shall not be considered flaws as they do not impair the function or durability of the material. Like drywall, exposed concrete walls, columns and ceilings are also susceptible to impact damage, slight discoloration and staining.

35. **Lanais and Balconies**. Some Residential Units will have lanais and/or balconies with glass railings, which leaves such lanais and balconies exposed to public view.

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.

1538 Kapiolani LLC
Printed Name of Developer

By: _____
Duly Authorized Signatory*

February 18, 2025
Date

Timothy Lee, Its Manager
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.**

EXHIBIT "A"

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

I. Unit Numbers, Unit Types, Number of Bedrooms and Bathrooms, Parking Stalls, Storage Lockers, Approximate Net Living Areas, Approximate Net Lanai Areas, Total Approximate Net Areas, Common Interest

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
701	TH2A1	2/2.5	364, 382		1,124	200	1,324	0.380605%
702	TH1A1	1/1.5	462		947	481	1,428	0.320670%
703	TH1A2	1/1.5	463		812	252	1,064	0.274957%
704	TH1A3	1/1.5	439		822	252	1,074	0.278343%
705	TH1A4	1/1.5	440		709	252	961	0.240079%
706	TH3A1	3/2	261, 262		1,452	410	1,862	0.491672%
901	L2B3	2/2	537T, 538T		1,048	89	1,137	0.354870%
902	L3B1	3/3	673, 674		1,435	111	1,546	0.485915%
903	L1B5	1/1	623		668	0	668	0.226196%
904	L1B1	1/1	626		724	0	724	0.245159%
905	L1B6	1/1	652		604	0	604	0.204525%
906	L1B2	1/1	624		684	0	684	0.231614%
907	L2B1	2/2	495T, 496T		1,204	124	1,328	0.407695%
908	L2B2	2/2	341HC		1,055	0	1,055	0.357241%
909	L1B3	1/1	627		733	0	733	0.248206%
910	L1B4	1/1	543		747	0	747	0.252947%
911	L1B7	1/1	651		572	0	572	0.193689%
912	L0B5	0/1	494		492	0	492	0.166600%
1001	L2B3	2/2	535T, 536T		1,048	89	1,137	0.354870%
1002	L3B1	3/3	679, 680		1,435	111	1,546	0.485915%
1003	L1B5	1/1	649		668	0	668	0.226196%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1004	L1B1	1/1	634		724	0	724	0.245159%
1005	L1B6	1/1	665		604	0	604	0.204525%
1006	L1B2	1/1	640		684	0	684	0.231614%
1007	L2B1	2/2	630T, 631T		1,204	124	1,328	0.407695%
1008	L2B2	2/2	691T, 692T		1,055	0	1,055	0.357241%
1009	L1B3	1/1	633		733	0	733	0.248206%
1010	L1B4	1/1	530		747	0	747	0.252947%
1011	L1B7	1/1	622		572	0	572	0.193689%
1012	L0B5	0/1	451		492	0	492	0.166600%
1101	L2B3	2/2	435T, 436T		1,048	89	1,137	0.354870%
1102	L3B1	3/3	610, 611		1,435	111	1,546	0.485915%
1103	L1B5	1/1	666		668	0	668	0.226196%
1104	L1B1	1/1	546		724	0	724	0.245159%
1105	L1B6	1/1	641		604	0	604	0.204525%
1106	L1B2	1/1	629		684	0	684	0.231614%
1107	L2B1	2/2	533T, 534T		1,204	124	1,328	0.407695%
1108	L2B2	2/2	687T, 688T		1,055	0	1,055	0.357241%
1109	L1B3	1/1	547		733	0	733	0.248206%
1110	L1B4	1/1	467		747	0	747	0.252947%
1111	L1B7	1/1	664		572	0	572	0.193689%
1112	L0B5	0/1	422		492	0	492	0.166600%
1201	L2B3	2/2	332T, 333T		1,048	89	1,137	0.354870%
1202	L3B1	3/3	612, 613		1,435	111	1,546	0.485915%
1203	L1B5	1/1	636		668	0	668	0.226196%
1204	L1B1	1/1	548		724	0	724	0.245159%
1205	L1B6	1/1	639		604	0	604	0.204525%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1206	L1B2	1/1	554		684	0	684	0.231614%
1207	L2B1	2/2	433T, 434T		1,204	124	1,328	0.407695%
1208	L2B2	2/2	689T, 690T		1,055	0	1,055	0.357241%
1209	L1B3	1/1	556		733	0	733	0.248206%
1210	L1B4	1/1	468		747	0	747	0.252947%
1211	L1B7	1/1	661		572	0	572	0.193689%
1212	L0B5	0/1	393		492	0	492	0.166600%
1301	L2B3	2/2	336T, 337T		1,048	89	1,137	0.354870%
1302	L3B1	3/3	565, 582		1,435	111	1,546	0.485915%
1303	L1B5	1/1	654		668	0	668	0.226196%
1304	L1B1	1/1	539		724	0	724	0.245159%
1305	L1B6	1/1	642		604	0	604	0.204525%
1306	L1B2	1/1	429		684	0	684	0.231614%
1307	L2B1	2/2	437T, 438T		1,204	124	1,328	0.407695%
1308	L2B2	2/2	595T, 596T		1,055	0	1,055	0.357241%
1309	L1B3	1/1	570		733	0	733	0.248206%
1310	L1B4	1/1	563		747	0	747	0.252947%
1311	L1B7	1/1	660		572	0	572	0.193689%
1312	L0B5	0/1	351		492	0	492	0.166600%
1401	L2B3	2/2	224T, 225T		1,048	89	1,137	0.354870%
1402	L3B1	3/3	566, 583		1,435	111	1,546	0.485915%
1403	L1B5	1/1	655		668	0	668	0.226196%
1404	L1B1	1/1	561		724	0	724	0.245159%
1405	L1B6	1/1	638		604	0	604	0.204525%
1406	L1B2	1/1	559		684	0	684	0.231614%
1407	L2B1	2/2	334T, 335T		1,204	124	1,328	0.407695%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1408	L2B2	2/2	394T, 395T		1,055	0	1,055	0.357241%
1409	L1B3	1/1	541		733	0	733	0.248206%
1410	L1B4	1/1	562		747	0	747	0.252947%
1411	L1B7	1/1	662		572	0	572	0.193689%
1412	L0B5	0/1	350		492	0	492	0.166600%
1501*	T2C4	2/2	628HC, 677		1,168	62	1,230	0.395505%
1502	T3C1	3/3	406, 407		1,410	352	1,762	0.477450%
1503	T1C1	1/1	540		623	188	811	0.210958%
1504	T0C2	0/1	686		424	45	469	0.143574%
1505	T1C2	1/1	456		756	34	790	0.255994%
1506	T1C3	1/1	569		725	0	725	0.245497%
1507	T1C4	1/1	663		627	0	627	0.212313%
1508	T2C2	2/2	249		916	0	916	0.310173%
1509	T2C3	2/2	578, 579		926	387	1,313	0.313559%
1510	T1D5	1/1	523		619	54	673	0.209604%
1511	T0C3	0/1	594		530	41	571	0.179467%
1601	T2D4	2/2	278T, 279T		1,169	68	1,237	0.395843%
1602	T3C1	3/3	402, 403		1,411	212	1,623	0.477788%
1603	T1D1	1/1	558		623	38	661	0.210958%
1604	T0D2	0/1	601		430	0	430	0.145605%
1605	T1D2	1/1	461		755	38	793	0.255656%
1606	T1D3a	1/1	571		725	39	764	0.245497%
1607	T1D4	1/1	637		636	0	636	0.215360%
1608	T2D2	2/2	326		904	0	904	0.306110%
1609	T2D3	2/2	342		935	78	1,013	0.316607%
1610	T1D5	1/1	555		619	37	656	0.209604%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1611	T0D3a	0/1	551		530	37	567	0.179467%
1701	T2D4	2/2	226T, 227T		1,169	68	1,237	0.395843%
1702	T3C1	3/3	508, 509		1,411	179	1,590	0.477788%
1703	T1D1	1/1	549		623	38	661	0.210958%
1704	T0D2	0/1	645		430	0	430	0.145605%
1705	T1D2	1/1	459		755	38	793	0.255656%
1706	T1D3a	1/1	545		725	39	764	0.245497%
1707	T1D4	1/1	653		636	0	636	0.215360%
1708	T2D2	2/2	369		904	0	904	0.306110%
1709	T2D3	2/2	359		935	78	1,013	0.316607%
1710	T1D5	1/1	557		619	37	656	0.209604%
1711	T0D3a	0/1	647		530	37	567	0.179467%
1801	T2D4	2/2	228T, 229T		1,169	68	1,237	0.395843%
1802	T3C1	3/3	586, 587		1,411	134	1,545	0.477788%
1803	T1D1	1/1	572		623	38	661	0.210958%
1804	T0D2	0/1	644		430	0	430	0.145605%
1805	T1D2	1/1	460		755	38	793	0.255656%
1806	T1D3a	1/1	544		725	39	764	0.245497%
1807	T1D4	1/1	646		636	0	636	0.215360%
1808	T2D2	2/2	346		904	0	904	0.306110%
1809	T2D3	2/2	360		935	78	1,013	0.316607%
1810	T1D5	1/1	625		619	37	656	0.209604%
1811	T0D3a	0/1	648		530	37	567	0.179467%
1901	T2D4	2/2	246T, 247T		1,169	68	1,237	0.395843%
1902	T3C1	3/3	580, 581		1,411	99	1,510	0.477788%
1903	T1D1	1/1	527		623	38	661	0.210958%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1904	T0D2	0/1	667		430	0	430	0.145605%
1905	T1D2	1/1	449		755	38	793	0.255656%
1906	T1D3a	1/1	525		725	39	764	0.245497%
1907	T1D4	1/1	643		636	0	636	0.215360%
1908	T2D2	2/2	365		904	0	904	0.306110%
1909	T2D3	2/2	338		935	78	1,013	0.316607%
1910	T1D5	1/1	430		619	37	656	0.209604%
1911	T0D3a	0/1	650		530	37	567	0.179467%
2001	T2D4	2/2	618, 632		1,169	68	1,237	0.395843%
2002	T3C1	3/3	519, 520		1,411	71	1,482	0.477788%
2003	T1D1	1/1	472		623	38	661	0.210958%
2004	T0D2	0/1	668		430	0	430	0.145605%
2005	T1D2	1/1	448		755	38	793	0.255656%
2006	T1D3a	1/1	550		725	39	764	0.245497%
2007	T1D4	1/1	567		636	0	636	0.215360%
2008	T2D2	2/2	329		904	0	904	0.306110%
2009	T2D3	2/2	251		935	78	1,013	0.316607%
2010	T1D5	1/1	573		619	37	656	0.209604%
2011	T0D3a	0/1	574		530	37	567	0.179467%
2101	T2D4	2/2	606, 607		1,169	68	1,237	0.395843%
2102	T3C1	3/3	517, 518		1,411	66	1,477	0.477788%
2103	T1D1	1/1	471		623	38	661	0.210958%
2104	T0D2	0/1	501		430	0	430	0.145605%
2105	T1D2	1/1	446		755	38	793	0.255656%
2106	T1D3a	1/1	553		725	39	764	0.245497%
2107	T1D4	1/1	568		636	0	636	0.215360%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2108	T2D2	2/2	236		904	0	904	0.306110%
2109	T2D3	2/2	255		935	78	1,013	0.316607%
2110	T1D5	1/1	528		619	37	656	0.209604%
2111	T0D3a	0/1	522		530	37	567	0.179467%
2201	T2D4	2/2	608, 609		1,169	68	1,237	0.395843%
2202	T3C1	3/3	514, 515		1,411	67	1,478	0.477788%
2203	T1D1	1/1	469		623	38	661	0.210958%
2204	T0D2	0/1	401		430	0	430	0.145605%
2205	T1D2	1/1	445		755	38	793	0.255656%
2206	T1D3a	1/1	526		725	39	764	0.245497%
2207	T1D4	1/1	524		636	0	636	0.215360%
2208	T2D2	2/2	252		904	0	904	0.306110%
2209	T2D3	2/2	256		935	78	1,013	0.316607%
2210	T1D5	1/1	529		619	37	656	0.209604%
2211	T0D3a	0/1	575		530	37	567	0.179467%
2301	T2D4	2/2	659, 676		1,169	68	1,237	0.395843%
2302	T3C1	3/3	512, 513		1,411	70	1,481	0.477788%
2303	T1D1	1/1	470		623	38	661	0.210958%
2304	T0D2	0/1	301		430	0	430	0.145605%
2305	T1D2	1/1	443		755	38	793	0.255656%
2306	T1D3a	1/1	560		725	39	764	0.245497%
2307	T1D4	1/1	454		636	0	636	0.215360%
2308	T2D2	2/2	254		904	0	904	0.306110%
2309	T2D3	2/2	239		935	78	1,013	0.316607%
2310	T1D5	1/1	458		619	37	656	0.209604%
2311	T0D3a	0/1	452		530	37	567	0.179467%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2401	T2D4	2/2	502, 503		1,169	68	1,237	0.395843%
2402	T3C1	3/3	510, 511		1,411	72	1,483	0.477788%
2403	T1D1	1/1	453		623	38	661	0.210958%
2404	T0D2	0/1	552		430	0	430	0.145605%
2405	T1D2	1/1	441		755	38	793	0.255656%
2406	T1D3a	1/1	444		725	39	764	0.245497%
2407	T1D4	1/1	455		636	0	636	0.215360%
2408	T2D2	2/2	253		904	0	904	0.306110%
2409	T2D3	2/2	361		935	78	1,013	0.316607%
2410	T1D5	1/1	457		619	37	656	0.209604%
2411	T0D3a	0/1	474		530	37	567	0.179467%
2501	T2E4	2/2	432, 484		1,168	68	1,236	0.395505%
2502	T3E1	3/3	486, 487		1,398	85	1,483	0.473386%
2503	T1E1	1/1	368		706	38	744	0.239064%
2504	T2E1	2/2	681, 682		1,151	38	1,189	0.389748%
2505	T1D3b	1/1	425		726	39	765	0.245836%
2506	T2E2	2/2	604, 605		1,384	43	1,427	0.468646%
2507	T2E3	2/2	684, 685		1,153	105	1,258	0.390425%
2508	T1D5	1/1	325		619	37	656	0.209604%
2509	T0D3b	0/1	322		531	37	568	0.179806%
2601	T2E4	2/2	464, 485		1,168	68	1,236	0.395505%
2602	T3E1	3/3	419, 420		1,398	90	1,488	0.473386%
2603	T1E1	1/1	355		706	38	744	0.239064%
2604	T2E1	2/2	619, 620		1,151	38	1,189	0.389748%
2605	T1D3b	1/1	427		726	39	765	0.245836%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2606	T2E2	2/2	602, 603		1,384	47	1,431	0.468646%
2607	T2E3	2/2	590C, 591		1,153	105	1,258	0.390425%
2608	T1D5	1/1	424		619	37	656	0.209604%
2609	T0D3b	0/1	373		531	37	568	0.179806%
2701	T2E4	2/2	465, 482		1,168	68	1,236	0.395505%
2702	T3E1	3/3	416, 417		1,398	96	1,494	0.473386%
2703	T1E1	1/1	358		706	38	744	0.239064%
2704	T2E1	2/2	616, 617		1,151	38	1,189	0.389748%
2705	T1D3b	1/1	426		726	39	765	0.245836%
2706	T2E2	2/2	656, 683		1,384	51	1,435	0.468646%
2707	T2E3	2/2	621, 635HC		1,153	117	1,270	0.390425%
2708	T1D5	1/1	450		619	37	656	0.209604%
2709	T0D3b	0/1	331		531	37	568	0.179806%
2801	T2E4	2/2	466, 483		1,168	68	1,236	0.395505%
2802	T3E1	3/3	414, 415		1,398	118	1,516	0.473386%
2803	T1E1	1/1	348		706	38	744	0.239064%
2804	T2E1	2/2	614, 615		1,151	38	1,189	0.389748%
2805	T1D3b	1/1	428		726	39	765	0.245836%
2806	T2E2	2/2	504, 505		1,384	55	1,439	0.468646%
2807	T2E3	2/2	657, 678		1,153	128	1,281	0.390425%
2808	T1D5	1/1	447		619	37	656	0.209604%
2809	T0D3b	0/1	328		531	37	568	0.179806%
2901	T2E4	2/2	404, 405		1,168	68	1,236	0.395505%
2902	T3E1	3/3	412, 413		1,398	126	1,524	0.473386%
2903	T1E1	1/1	347		706	38	744	0.239064%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2904	T2E1	2/2	658, 675		1,151	38	1,189	0.389748%
2905	T1D3b	1/1	371		726	39	765	0.245836%
2906	T2E2	2/2	506, 507		1,384	59	1,443	0.468646%
2907	T2E3	2/2	592, 593		1,153	138	1,291	0.390425%
2908	T1D5	1/1	423		619	37	656	0.209604%
2909	T0D3b	0/1	277		531	37	568	0.179806%
3001	T2E4	2/2	490, 491		1,168	68	1,236	0.395505%
3002	T3E1	3/3	408, 409		1,398	149	1,547	0.473386%
3003	T1E1	1/1	352		706	38	744	0.239064%
3004	T2E1	2/2	669, 670		1,151	38	1,189	0.389748%
3005	T1D3b	1/1	370		726	39	765	0.245836%
3006	T2E2	2/2	473, 475		1,384	63	1,447	0.468646%
3007	T2E3	2/2	521, 542HC		1,153	149	1,302	0.390425%
3008	T1D5	1/1	353		619	37	656	0.209604%
3009	T0D3b	0/1	237		531	37	568	0.179806%
3101	T2E4	2/2	488, 489		1,168	68	1,236	0.395505%
3102	T3E1	3/3	410, 411		1,398	158	1,556	0.473386%
3103	T1E1	1/1	349		706	38	744	0.239064%
3104	T2E1	2/2	671, 672		1,151	38	1,189	0.389748%
3105	T1D3b	1/1	345		726	39	765	0.245836%
3106	T2E2	2/2	421, 442HC		1,384	67	1,451	0.468646%
3107	T2E3	2/2	516, 531HC		1,153	159	1,312	0.390425%
3108	T1D5	1/1	354		619	37	656	0.209604%
3109	T0D3b	0/1	238		531	37	568	0.179806%
3201	T2E4	2/2	480, 481		1,168	68	1,236	0.395505%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3202	T3E1	3/3	319, 320		1,398	184	1,582	0.473386%
3203	T1E1	1/1	323		706	38	744	0.239064%
3204	T2E1	2/2	532, 584		1,151	38	1,189	0.389748%
3205	T1D3b	1/1	367		726	39	765	0.245836%
3206	T2E2	2/2	418, 431HC		1,384	71	1,455	0.468646%
3207	T2E3	2/2	576, 577		1,153	170	1,323	0.390425%
3208	T1D5	1/1	356		619	37	656	0.209604%
3209	T0D3b	0/1	257		531	37	568	0.179806%
3301	T2E4	2/2	478, 479		1,168	68	1,236	0.395505%
3302	T3E1	3/3	316, 317		1,398	196	1,594	0.473386%
3303	T1E1	1/1	344		706	38	744	0.239064%
3304	T2E1	2/2	564, 585		1,151	38	1,189	0.389748%
3305	T1D3b	1/1	366		726	39	765	0.245836%
3306	T2E2	2/2	476, 477		1,384	75	1,459	0.468646%
3307	T2E3	2/2	588, 589		1,153	180	1,333	0.390425%
3308	T1D5	1/1	357		619	37	656	0.209604%
3309	T0D3b	0/1	258		531	37	568	0.179806%
3401	T2F4	2/2	306, 307		1,122	129	1,251	0.379928%
3402	T3F1	3/3	377, 378		1,572	86	1,658	0.532306%
3403	T1F1	1/1	232		809	0	809	0.273941%
3404	T2F1	2/2	372, 374		1,169	51	1,220	0.395843%
3405	T1D3c	1/1	235		726	39	765	0.245836%
3406	T2F2	2/2	363, 386		1,205	284	1,489	0.408033%
3407	T2F3	2/2	492, 493		1,207	140	1,347	0.408711%
3408	T1D5	1/1	327		619	37	656	0.209604%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3409	T0F1	0/1	240		547	0	547	0.185223%
3501	T2F4	2/2	391, 392		1,122	62	1,184	0.379928%
3502	T3F1	3/3	379, 380		1,572	86	1,658	0.532306%
3503	T1F1	1/1	230		809	0	809	0.273941%
3504	T2F1	2/2	321, 330HC		1,169	51	1,220	0.395843%
3505	T1D3c	1/1	234		726	39	765	0.245836%
3506	T2F2	2/2	302, 303		1,205	284	1,489	0.408033%
3507	T2F3	2/2	339, 383		1,207	138	1,345	0.408711%
3508	T1D5	1/1	343		619	37	656	0.209604%
3509	T0F1	0/1	241		547	0	547	0.185223%
3601	T2F4	2/2	389, 390		1,122	62	1,184	0.379928%
3602	T3F1	3/3	314, 315		1,572	86	1,658	0.532306%
3603	T1F1	1/1	231		809	0	809	0.273941%
3604	T2F1	2/2	318, 340		1,169	51	1,220	0.395843%
3605	T1D3c	1/1	233		726	39	765	0.245836%
3606	T2F2	2/2	304, 305		1,205	284	1,489	0.408033%
3607	T2F3	2/2	362, 381		1,207	137	1,344	0.408711%
3608	T1D5	1/1	324		619	37	656	0.209604%
3609	T0F1	0/1	280		547	0	547	0.185223%
3701	T2G1	2/2	387, 388		1,122	62	1,184	0.379928%
3702	T3F1	3/3	384, 385		1,572	86	1,658	0.532306%
3703	T1F1	1/1	245		809	0	809	0.273941%
3704	T2F1	2/2	250, 265		1,169	51	1,220	0.395843%
3705	T1D3c	1/1	242		726	39	765	0.245836%
3706	T2F2	2/2	248, 270		1,205	284	1,489	0.408033%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3707	T2F3	2/2	375, 376		1,207	134	1,341	0.408711%
3708	T1G1	1/1	244		616	37	653	0.208588%
3709	T0G1	0/1	243		548	0	548	0.185562%
3801	P3H2	3/3.5	268, 269		2,631	62	2,693	0.890901%
3802	P3H1	3/3.5	271, 272		2,199	89	2,288	0.744619%
3803	P2H1	2/2.5	312, 313		1,514	56	1,570	0.512666%
3804	P2H2	2/2.5	275, 276		1,618	301	1,919	0.547882%
3805	P2H3	2/2	308, 309		1,208	135	1,343	0.409049%
3901	P3H2	3/3.5	263, 264		2,631	62	2,693	0.890901%
3902	P3H1	3/3.5	266, 267		2,199	89	2,288	0.744619%
3903	P2H1	2/2.5	273, 274		1,514	60	1,574	0.512666%
3904	P2H2	2/2.5	259, 260		1,618	301	1,919	0.547882%
3905	P2H3	2/2	310, 311		1,208	142	1,350	0.409049%
Commercial Unit 1	Commercial				6,939	1,070	8,009	2.349652%
Commercial Unit 2	Commercial				1,595	135	1,730	0.540094%
TOTAL					**295,319**			**100.000000%**

"*" indicates the Resident Manager Unit
"HC" indicates handicapped parking stalls
"T" indicates tandem parking stalls
"C" indicates compact parking stalls

NOTE: DUE TO STRUCTURAL VARIATIONS, NOT ALL UNITS OF THE SAME UNIT TYPE ARE IDENTICAL, AND ACCORDINGLY, THE APPROXIMATE NET LIVING AREA AND APPROXIMATE NET LANAI AREA MAY VARY AMONG UNITS OF THE SAME UNIT TYPE. ADDITIONALLY, UNITS OF THE SAME UNIT TYPE MAY HAVE DIFFERENT LANAI DESIGNS AS MORE PARTICULARLY SHOWN ON THE CONDOMNINIUM MAP.

A. **Layout and Floor Plans of Units**. Each Residential Unit has the number of bedrooms ("**Bed**") and bathrooms ("**Bath**") noted above. The layouts and floor plans of each Unit are depicted in the Condominium Map. None of the Units contain a basement.

B. **Approximate Net Living Areas**. The approximate net living areas of the Units were determined by measuring the area between the interior finished surfaces of all perimeter and party walls at the floor for each Unit and includes the area occupied by load bearing and nonloadbearing interior walls, columns, ducts, vents, shafts,

stairways, and the like located within the Unit's perimeter walls. All areas are not exact and are approximate based on the floor plans of each type of Unit.

C. **Common Interest.** The Common Interest for each of the three hundred seventeen (317) Units (the Commercial Units and the Residential Units) in the Project is calculated by dividing the approximate net living area of the Unit by the total net living area of all the Units in the Project. In order to permit the Common Interest to equal one hundred percent (100%), Common Interest attributable to Commercial Unit 1 was decreased by 0.000011%.

D. **Parking Stalls and Storage Lockers**. The Condominium Map depicts the location, type, and number of parking stalls in the Project. Numbered parking stalls designated on the Condominium Map as "LCE-RU - Residential Unit Limited Common Elements" not otherwise identified above as a Limited Common Element to a specific Unit and numbered storage lockers not assigned as a Limited Common Element to a specific Unit are Limited Common Elements appurtenant to Unit 1501. Developer has the reserved right to redesignate and reassign parking stalls and storage lockers currently designated as Limited Common Elements appurtenant to Unit 1501, to other Residential Units in the Project as Limited Common Elements appurtenant to such Residential Units.

II. Class Common Interest.

A. **Residential Unit Class Common Interest**. The following listed units are "Residential Units"

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
701	1,124	0.391931%
702	947	0.330213%
703	812	0.283139%
704	822	0.286626%
705	709	0.247224%
706	1,452	0.506303%
901	1,048	0.365431%
902	1,435	0.500375%
903	668	0.232927%
904	724	0.252454%
905	604	0.210611%
906	684	0.238506%
907	1,204	0.419827%
908	1,055	0.367871%
909	733	0.255592%
910	747	0.260474%
911	572	0.199453%
912	492	0.171557%
1001	1,048	0.365431%
1002	1,435	0.500375%
1003	668	0.232927%
1004	724	0.252454%
1005	604	0.210611%
1006	684	0.238506%
1007	1,204	0.419827%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1008	1,055	0.367871%
1009	733	0.255592%
1010	747	0.260474%
1011	572	0.199453%
1012	492	0.171557%
1101	1,048	0.365431%
1102	1,435	0.500375%
1103	668	0.232927%
1104	724	0.252454%
1105	604	0.210611%
1106	684	0.238506%
1107	1,204	0.419827%
1108	1,055	0.367871%
1109	733	0.255592%
1110	747	0.260474%
1111	572	0.199453%
1112	492	0.171557%
1201	1,048	0.365431%
1202	1,435	0.500375%
1203	668	0.232927%
1204	724	0.252454%
1205	604	0.210611%
1206	684	0.238506%
1207	1,204	0.419827%
1208	1,055	0.367871%
1209	733	0.255592%
1210	747	0.260474%
1211	572	0.199453%
1212	492	0.171557%
1301	1,048	0.365431%
1302	1,435	0.500375%
1303	668	0.232927%
1304	724	0.252454%
1305	604	0.210611%
1306	684	0.238506%
1307	1,204	0.419827%
1308	1,055	0.367871%
1309	733	0.255592%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1310	747	0.260474%
1311	572	0.199453%
1312	492	0.171557%
1401	1,048	0.365431%
1402	1,435	0.500375%
1403	668	0.232927%
1404	724	0.252454%
1405	604	0.210611%
1406	684	0.238506%
1407	1,204	0.419827%
1408	1,055	0.367871%
1409	733	0.255592%
1410	747	0.260474%
1411	572	0.199453%
1412	492	0.171557%
1501	1,168	0.407294%
1502	1,410	0.491658%
1503	623	0.217236%
1504	424	0.147846%
1505	756	0.263612%
1506	725	0.252803%
1507	627	0.218631%
1508	916	0.319403%
1509	926	0.322890%
1510	619	0.215841%
1511	530	0.184807%
1601	1,169	0.407622%
1602	1,411	0.492006%
1603	623	0.217236%
1604	430	0.149938%
1605	755	0.263263%
1606	725	0.252803%
1607	636	0.221769%
1608	904	0.315219%
1609	935	0.326028%
1610	619	0.215841%
1611	530	0.184807%
1701	1,169	0.407622%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1702	1,411	0.492006%
1703	623	0.217236%
1704	430	0.149938%
1705	755	0.263263%
1706	725	0.252803%
1707	636	0.221769%
1708	904	0.315219%
1709	935	0.326028%
1710	619	0.215841%
1711	530	0.184807%
1801	1,169	0.407622%
1802	1,411	0.492006%
1803	623	0.217236%
1804	430	0.149938%
1805	755	0.263263%
1806	725	0.252803%
1807	636	0.221769%
1808	904	0.315219%
1809	935	0.326028%
1810	619	0.215841%
1811	530	0.184807%
1901	1,169	0.407622%
1902	1,411	0.492006%
1903	623	0.217236%
1904	430	0.149938%
1905	755	0.263263%
1906	725	0.252803%
1907	636	0.221769%
1908	904	0.315219%
1909	935	0.326028%
1910	619	0.215841%
1911	530	0.184807%
2001	1,169	0.407622%
2002	1,411	0.492006%
2003	623	0.217236%
2004	430	0.149938%
2005	755	0.263263%
2006	725	0.252803%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2007	636	0.221769%
2008	904	0.315219%
2009	935	0.326028%
2010	619	0.215841%
2011	530	0.184807%
2101	1,169	0.407622%
2102	1,411	0.492006%
2103	623	0.217236%
2104	430	0.149938%
2105	755	0.263263%
2106	725	0.252803%
2107	636	0.221769%
2108	904	0.315219%
2109	935	0.326028%
2110	619	0.215841%
2111	530	0.184807%
2201	1,169	0.407622%
2202	1,411	0.492006%
2203	623	0.217236%
2204	430	0.149938%
2205	755	0.263263%
2206	725	0.252803%
2207	636	0.221769%
2208	904	0.315219%
2209	935	0.326028%
2210	619	0.215841%
2211	530	0.184807%
2301	1,169	0.407622%
2302	1,411	0.492006%
2303	623	0.217236%
2304	430	0.149938%
2305	755	0.263263%
2306	725	0.252803%
2307	636	0.221769%
2308	904	0.315219%
2309	935	0.326028%
2310	619	0.215841%
2311	530	0.184807%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2401	1,169	0.407622%
2402	1,411	0.492006%
2403	623	0.217236%
2404	430	0.149938%
2405	755	0.263263%
2406	725	0.252803%
2407	636	0.221769%
2408	904	0.315219%
2409	935	0.326028%
2410	619	0.215841%
2411	530	0.184807%
2501	1,168	0.407274%
2502	1,398	0.487473%
2503	706	0.246177%
2504	1,151	0.401346%
2505	726	0.253151%
2506	1,384	0.482591%
2507	1,153	0.402043%
2508	619	0.215841%
2509	531	0.185156%
2601	1,168	0.407274%
2602	1,398	0.487473%
2603	706	0.246177%
2604	1,151	0.401346%
2605	726	0.253151%
2606	1,384	0.482591%
2607	1,153	0.402043%
2608	619	0.215841%
2609	531	0.185156%
2701	1,168	0.407274%
2702	1,398	0.487473%
2703	706	0.246177%
2704	1,151	0.401346%
2705	726	0.253151%
2706	1,384	0.482591%
2707	1,153	0.402043%
2708	619	0.215841%
2709	531	0.185156%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2801	1,168	0.407274%
2802	1,398	0.487473%
2803	706	0.246177%
2804	1,151	0.401346%
2805	726	0.253151%
2806	1,384	0.482591%
2807	1,153	0.402043%
2808	619	0.215841%
2809	531	0.185156%
2901	1,168	0.407274%
2902	1,398	0.487473%
2903	706	0.246177%
2904	1,151	0.401346%
2905	726	0.253151%
2906	1,384	0.482591%
2907	1,153	0.402043%
2908	619	0.215841%
2909	531	0.185156%
3001	1,168	0.407274%
3002	1,398	0.487473%
3003	706	0.246177%
3004	1,151	0.401346%
3005	726	0.253151%
3006	1,384	0.482591%
3007	1,153	0.402043%
3008	619	0.215841%
3009	531	0.185156%
3101	1,168	0.407274%
3102	1,398	0.487473%
3103	706	0.246177%
3104	1,151	0.401346%
3105	726	0.253151%
3106	1,384	0.482591%
3107	1,153	0.402043%
3108	619	0.215841%
3109	531	0.185156%
3201	1,168	0.407274%
3202	1,398	0.487473%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3203	706	0.246177%
3204	1,151	0.401346%
3205	726	0.253151%
3206	1,384	0.482591%
3207	1,153	0.402043%
3208	619	0.215841%
3209	531	0.185156%
3301	1,168	0.407274%
3302	1,398	0.487473%
3303	706	0.246177%
3304	1,151	0.401346%
3305	726	0.253151%
3306	1,384	0.482591%
3307	1,153	0.402043%
3308	619	0.215841%
3309	531	0.185156%
3401	1,122	0.391234%
3402	1,572	0.548146%
3403	809	0.282093%
3404	1,169	0.407622%
3405	726	0.253151%
3406	1,205	0.420175%
3407	1,207	0.420873%
3408	619	0.215841%
3409	547	0.190735%
3501	1,122	0.391234%
3502	1,572	0.548146%
3503	809	0.282093%
3504	1,169	0.407622%
3505	726	0.253151%
3506	1,205	0.420175%
3507	1,207	0.420873%
3508	619	0.215841%
3509	547	0.190735%
3601	1,122	0.391234%
3602	1,572	0.548146%
3603	809	0.282093%
3604	1,169	0.407622%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3605	726	0.253151%
3606	1,205	0.420175%
3607	1,207	0.420873%
3608	619	0.215841%
3609	547	0.190735%
3701	1,122	0.391234%
3702	1,572	0.548146%
3703	809	0.282093%
3704	1,169	0.407622%
3705	726	0.253151%
3706	1,205	0.420175%
3707	1,207	0.420873%
3708	616	0.214795%
3709	548	0.191084%
3801	2,631	0.917412%
3802	2,199	0.766777%
3803	1,514	0.527922%
3804	1,618	0.564186%
3805	1,208	0.421221%
3901	2,631	0.917412%
3902	2,199	0.766777%
3903	1,514	0.527922%
3904	1,618	0.564186%
3905	1,208	0.421221%
Total	**286,785**	**100.000000%**

B. **Commercial Unit Class Common Interest**. The following listed units are "Commercial Units"

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
Commercial Unit 1	6939	81.310054%
Commercial Unit 2	1595	18.689946%
Total	**8534**	**100.000000%**

C. **Commercial Unit Class Common Interest and Residential Unit Class Common Interest**. The Commercial Unit Class Common Interest is calculated by dividing the approximate net living area of a Commercial Unit by the total approximate net living area of all Commercial Units in the Project. The Residential Unit Class Common Interest is calculated by dividing the approximate net living area of the Residential Unit by the total net living area of all Residential Units in the Project. In order to permit the Residential Unit Class Common Interest to equal one hundred percent (100%), the Residential Unit Class Common Interest attributable to Unit 1501 was increased by 0.000020%.

EXHIBIT "B"

BOUNDARIES OF EACH UNIT

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

A. **The respective Units shall be deemed to include:** (i) all interior walls, floors, ceilings, doors and door frames, windows and window frames, and partitions that are not load-bearing and that are located within the space bounded by the Unit's perimeter walls, floors, and ceilings, but not the perimeter walls, floors, and ceilings themselves; (ii) the interior decorated or finished surfaces of all doors, door frames, columns, and window frames that comprise a part of the perimeter walls; (iii) the interior decorated or finished surfaces of all floors and ceilings; (iv) all lath, furring, wallboard, plasterboard, plaster, paneling, tile, wallpaper, paint, and any other materials constituting the finished interior decorated surfaces of perimeter walls and columns; (v) the air space surrounded by the perimeter walls, doors, windows, floors, and ceilings; (vi) all fixtures (if any) originally installed in the Unit; 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 Unit shall <u>not</u> be deemed to include the following:** (a) the undecorated and unfinished surfaces of perimeter walls, 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 lanai or balcony, and the walls, floors, and/or ceilings partially surrounding such lanai or 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 or Limited Common Elements as provided in the Declaration.

Developer shall have the right to adjust the boundaries and areas of the Units as necessary to correct minor discrepancies and/or errors in the descriptions or areas thereof and to an amendment to the Declaration and/or the Condominium Map to reflect such modification. Developer shall not be required to recalculate and readjust the Common Interests appurtenant to the Units affected by such minor corrections.

EXHIBIT "C"

PERMITTED ALTERATIONS TO UNITS

Unless otherwise defined herein, capitalized terms have the same meaning ascribed to such terms in the Declaration. The Units in the Project may be altered as follows. Notwithstanding the requirements below to the contrary, in no event shall Developer be required to obtain Board approval when exercising Developer's Reserved Rights set forth in the Declaration.

A. **IN GENERAL**. The provisions in the Declaration regarding permitted alterations apply, except as otherwise provided by the FHA and except as otherwise provided in the Declaration. The provisions in the Declaration, however, do 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 therein or in the Bylaws. Any such restoration, replacement, construction, alteration, or addition must be made in accordance with complete plans and specifications that are first approved by the Board in writing. Promptly after the work is completed, the Association, Developer, or Owner must file the amendment along with any necessary changes to the Condominium Map. These provisions do not apply to "**nonmaterial additions and alterations**" as that term is used in Section 514B-140 of the Act. Nothing in this section (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 Tower 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 or alterations required to address a claimed or potential defect.

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

C. **BY RESIDENTIAL UNIT OWNERS**. Owners of Residential Units shall not change or cause a change to the exterior of the Units, or the Limited Common Elements appurtenant thereto (including, without limitation, the installation of any type of signage) without the prior written approval of the Board pursuant to Section X.F 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.

Each Residential Unit Owner has the right, subject to the terms and provisions in the Condominium 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 Unit 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 partitions, walls, and structures from time to time within the perimeter walls of the Unit; provided that the initial enclosed living area of any Unit (as depicted on the Condominium Map) shall not be increased, including, without limitation, through the full or partial enclosure of any lanai or balcony;

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

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

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

5. 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 Tower, 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 Tower will not be adversely affected; any plumbing or other lines that may run behind any non-load bearing walls are not adversely affected; the finish of the remaining Common Elements are restored to substantially the same condition as prior to removal; and all construction activity is completed within a reasonable time. The Common Interest and Residential Unit Class Common Interest appurtenant to the single consolidated Unit shall equal the total of the Common Interest and Class Common Interest for the original Units and shall not affect the Common Interest or Class Common Interest appurtenant to any other Unit; and

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

D. **BY COMMERCIAL UNIT OWNERS**. Except as otherwise provided in the Declaration, Owners of Commercial Units shall not change or cause a change to the exterior of the Units, or the Limited Common Elements appurtenant thereto (including, without limitation, the installation of any type of signage) without the prior written approval of the Board pursuant to Section X.F 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.

Each Commercial Unit Owner has the right, subject to the terms and provisions in the Condominium Documents, to make the following changes, additions, and Improvements solely within the Owner's Unit or within a Unit 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, partitions, and structures within the Unit from time to time;

2. To finish, change, or substitute any plumbing, electrical, or other fixtures attached to the ceilings, floors, or walls as appropriate for the use of the Unit;

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 Unit Limited Common Elements appurtenant solely thereto to facilitate handicapped accessibility to and within the Unit or its Unit 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 is restored to substantially the same condition as prior to removal; and all construction activity is completed within a reasonable time. The Common Interest and Class Common Interest of any newly-created Unit shall be the aggregate of the two (2) initially separate Units and shall not affect the Common Interest or Class Common Interest appurtenant to any other Unit; 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 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 and Class Common Interest for the newly-created Units must be equal to the Common Interest and Class Common Interest of the Unit that was subdivided. If an Owner subdivides a Unit, the Owner may decide whether one (1) or more than one (1) resulting Unit will have any special rights or easements that are appurtenant to the original Unit under the Declaration, or such Owner may assign some or all of those rights to either or both of the resulting newly-created Units.

Any material addition or alteration to a Commercial Unit or Limited Common Element appurtenant thereto shall require the approval of the Board 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. 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 CONDOMINIUM DOCUMENTS. WHILE THIS SUMMARY IS A GENERAL SUMMARY OF THE RIGHTS AND OBLIGATIONS UNDER THE CONDOMINIUM DOCUMENTS, PURCHASER MUST REFER TO THE CONDOMINIUM DOCUMENTS 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 "D"

SPECIAL USE RESTRICTIONS

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

A. **PROJECT; IN GENERAL.**

1. **STANDARD OF OPERATION**. The Project shall be used only for those purposes that are consistent with a residential and commercial mixed-use development operating pursuant to the Project Quality Standard and are permitted by law and the Condominium 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 Condominium Documents; provided, however, that: (a) all leases shall be in writing, signed by the Owner or Owner's representative and the tenant, (b) as it pertains to the Residential Units, all leases shall have a term of not less than 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 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 applicable owner-occupant requirements under the Act and (g) no Residential Unit may be utilized for hotel purposes. Further, no Owner of a Residential Unit, or agent of an Owner of a Residential Unit, shall engage in a circumvention of the foregoing requirements by systematically permitting the cancellation of an authorized lease, thereby effectively permitting occupancy of an Owner's Residential Unit for less than the minimum permitted time period.

3. **SEPARATE MORTGAGES**. Each Owner shall have the right to Mortgage or to otherwise encumber all, but not less than all, of such Owner's Unit. Any Mortgage shall be subordinate to all of the provisions of the Condominium Documents and, in the event of foreclosure, the provisions of the Condominium Documents shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise. Notwithstanding any other provision of the Condominium Documents, no breach of the provisions of the Declaration, nor the enforcement of any lien created pursuant to the provisions of the Declaration, 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 such Owner's 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 such Owner's failure to do so or such Owner's improper operation thereof. Decisions on repairs or modifications to the Limited Common Elements shall be made by the Owners of Units to which such Limited Common Elements are appurtenant and shall be subject to any additional provisions stated in the Condominium Documents. An Owner shall be responsible for any damage or loss to the Common Elements or other Units caused by such Owner's tenants, guests, or invitees.

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

(g) cause the violation of any conditions, restrictions, covenants, or agreements 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 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.

B. **USE OF PARKING PODIUM**. The Parking Podium shall be used for access, parking, storage, and any other purposes permitted by the Condominium Documents. During the Development Period, the Association shall be prohibited from reducing the total number of parking stalls, accessible parking stalls, guest 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 Podium to access and utilize their designated parking stall(s) (if any), guest stalls, patron stalls (if any), and Unit and the Limited Common Elements appurtenant thereto, as applicable.

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

1. **RESIDENTIAL USE**. Except as provided in the Declaration, Residential Units and their appurtenant Limited Common Elements shall be used for residential purposes exclusively, except that a home-based business may be maintained within a Residential Unit, provided that (a) such maintenance and use is limited to the person actually residing in the Residential Unit; (b) no employees or staff other than persons actually residing in the Residential Unit are utilized; (c) no clients or customers of such business visit the Residential Unit; (d) the number of persons, other than clients or customers, that visit such business and the frequency of such visits shall be kept to a reasonable minimum, as determined in the sole discretion of the Board; (e) such maintenance and use is in strict conformity with the provisions of any applicable law (including zoning laws), ordinance or regulation; (f) the person utilizing such office maintains a principal place of business other than the Residential Unit; (g) such business uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors and does not cause an increase of Common Expenses that can be solely and directly attributable to the business; (h) such business does not involve the use, storage, or disposal of any materials that the State 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 such Owner's 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 unit, a sales and/or construction office, or for any other lawful purpose for development, construction, and/or marketing and sales of the Units in the Project.

2. **MAXIMUM OCCUPANCY**. Unless limited otherwise by County ordinance or other applicable law, no Residential Unit shall be occupied by more than nine (9) persons and in no event shall occupancy of a Residential Unit exceed three (3) persons per bedroom; provided however, that this occupancy limitation shall not apply to or restrict the Owner of a Residential Unit from hosting a larger group of invited guests or visitors in such 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 lanai or balcony. To maintain a uniform and attractive exterior appearance for the Project, window coverings installed by a Residential Unit Owner 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 appurtenant 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 appurtenant 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 to such Owners or ownership is held by an entity owned by such Owners, of a Residential Unit where unrelated (i.e., non-family) owners share and enjoy use or occupation of the Residential Unit according to a periodic (fixed or floating) schedule based on time intervals, points or other rotational system; or (b) any club, the membership of which allows access and use of one or more properties by its members based on availability and reservation priorities, commonly known as destination clubs (equity or non-equity) or vacation clubs. Furthermore, the Residential Units and their appurtenant 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 resort services. The Residential Units shall also not be placed in or made available on any short term online rental platform or any other platform whereby potential occupants are solicited to stay in a Unit for less than a thirty (30) day period. The foregoing restrictions are collectively referred to as "**Occupancy Restrictions**." The Occupancy Restrictions may be enforced by Developer, the Association, the Resident Manager, or the Managing Agent.*

The restrictions set forth above shall be read broadly, and, among other things, shall encompass any type of plan, the nature of which causes Residential Units to be utilized by persons who have either joined a plan or program as a member or whose use is derivative of someone who has joined a plan or program as a member. Determination by Developer, the Association, the Resident Manager, 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**. The Recreational Amenities are located on levels 7 and 8 and the rooftop of the Tower and are Limited Common Elements appurtenant to the Residential Unit Class. 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 available to promote recreation and leisure activities and any other purposes permissible by the Condominium Documents; provided that, and subject to any Developer's Reserved Rights, at no time shall there be any commercial use of the Recreational Amenities to service any Person other than an Owner or Occupant (or Owner's or Occupant's invitees), nor shall any Owner or Occupant charge a fee for others to utilize the Recreational Amenities, nor shall the area in which the 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. As provided for in the Declaration, 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 by Developer that any or all of the Recreational Amenities will be built, located as initially depicted, and/or offered to Residential 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, thereafter, of the Board. All sales and marketing materials provided to an Owner in connection with a Residential Unit or the Project that are 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 any fashion whatsoever without the prior written approval of Developer, which approval may be withheld in Developer's sole discretion. Any use of such material in any way by an Owner or any rental agent without such permission will entitle Developer to immediately enjoin such use and to pursue any and all remedies against the Owner, independently of the obligations set forth in the Declaration. The Owner and/or rental agent will be fully responsible to pay for all costs incurred by Developer in enforcing its proprietary rights in and to such material, including, but not limited to, any and all attorneys' fees and costs.

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

1. **COMMERCIAL USE.** Subject to the limitations below, the Commercial Units and their appurtenant 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 Condominium 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 appurtenant 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 the lease for such Unit. 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 a Commercial Unit or its appurtenant Limited Common Elements:

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

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

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

d. salvage business;

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

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

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

h. mini-warehouses, and warehouse/distribution centers;

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

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

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

l. heavy machinery sales and storage facilities;

m. fast food restaurants;

n. convenience stores; and

o. any use that would cause or threaten the cancellation of any insurance maintained by the Association, or which would materially 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 appurtenant Limited Common Elements, or limit access to or from the Commercial Units or their appurtenant Limited Common Elements, shall require and will not be effective without, the prior written approval of a Majority of the Commercial Unit Class.

E. **USE OF COMMON ELEMENTS**. Subject to the reserved rights of Developer contained in the Declaration, and the express limitations on use set forth therein, the Common Elements may be used 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 expressly reserved to Developer, Residential Unit Owners, or Commercial Unit Owners 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 applicable zoning ordinances and by law. Prior to the expiration or termination of the Development Period, no such lease, use, or change in use may be made without the prior written consent of Developer.

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

F. **USE OF LIMITED COMMON ELEMENTS**. Subject to the terms of the Declaration and the reserved rights of Developer therein, Owners shall have the right to use the Limited Common Elements appurtenant to their Units for any purpose permitted by zoning, other applicable laws, and the Condominium Documents. Notwithstanding anything provided to the contrary, or from which a contrary intent may be inferred, neither the Board nor the Association shall have any right to change the use of or lease or otherwise use any Limited Common Element without the prior written consent of the Owner(s) 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.

G. **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.C. 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 in the Declaration shall (1) limit the right of Developer and its successors and assigns to sell or lease Units as contemplated in the Declaration, (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 or storage locker, if any, 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 or its appurtenant Limited Common Element(s). Except as provided in clauses (1) and (4) above, every sale, assignment, conveyance, transfer, gift, devise, bequest, hypothecation, encumbrance, or other disposition of a Unit, or any part thereof, shall be presumed to be a disposition of the entire Unit, together with all appurtenant rights and interests created by law or by the Condominium Documents. The transfer of any Unit shall operate to transfer to the new Owner of the Unit the interest of the prior Owner in all funds held by the Association even though not expressly mentioned or described in the instrument of transfer, and without any further instrument or transfer.

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

I. **NUISANCES** No nuisance shall be allowed in the Units or their appurtenant Limited Common Elements that is a source of annoyance to the Owners or Occupants of other Units or that interferes with the peaceful possession or proper use of the Units or their appurtenant Limited Common Elements by their Owners or Occupants. Notwithstanding the foregoing, the Commercial Units and their appurtenant Limited Common Elements may be used in accordance with Section VI.D.1 of the Declaration; provided, however, that noise emanating from business operations of the Commercial Units and their appurtenant Limited Common Elements shall comply with all applicable statutes, rules, regulations, and ordinances.

J. **ADVERTISEMENTS; SIGNS**. Subject to Developer's Reserved Rights, Developer's easement rights, or any 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 any Unit Limited Common Element appurtenant to a Residential Unit, in any Residential Limited Common Element, or in any Common Element appurtenant to both the Residential Units and Commercial Units, unless prior written approval is received from the Board. A Commercial Unit Owner shall have the right to affix signs to any portion of such Owner's Unit and the 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 appurtenant to both the Residential Units and the Commercial Units without the prior written approval of the Board.

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

L. **PETS**. Residential Unit Owners are permitted to keep pets in their Units subject to the limitations set forth in the House Rules; provided, however, that notwithstanding this provision, physically and/or mentally impaired persons shall be allowed to use the assistance of a "**service animal**," as such term is defined under the ADA, or an "**assistance animal**," as such term is defined under the FHA, in accordance with the House Rules and all applicable laws, ordinances, rules, and regulations.

M. **SMOKING**. Smoking shall not be permitted within the Residential Units, any Common Element, Residential Limited Common Element, or Residential Unit Limited Common Element.

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

O. **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.O.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 that 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; and

4. The prior written consent of the Commercial Director to the exercise of the Board's rights in the Declaration shall be required if the exercise of the right directly impacts a Commercial Unit Owner's use and operation of such owner's Unit and/or its appurtenant Limited Common Elements.

P. **SEVERANCE OF COMMON ELEMENTS FROM UNIT**. No Owner shall be entitled to sever such Owner's Unit, or any portion thereof, from that Unit's undivided interest in (1) the Common Elements, (2) any easement interests in rights of ways appurtenant to that Unit; and (3) any licenses granted to that Unit 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, by acquiring a Unit, covenants and agrees that the Units and their 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 the 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 in the Declaration shall limit the right of an Owner to transfer a Limited Common Element parking stall or storage locker, if any, as provided in Section XV.A.3 of the Declaration and Section 514B-40 of the Act.

Q. **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 its successors and assigns, or the Limited Common Elements appurtenant thereto, or to any Improvements proposed or made by Developer or its successors or assigns or its affiliates in connection with its development, construction, promotion, marketing, sales, or leasing of any Unit or any portion of the Project.

* * * * *

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 CONDOMINIUM DOCUMENTS 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.

A. **COMMON ELEMENTS**. One freehold estate is designated in all portions of the Project not otherwise defined as a "Unit," and is 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, lines, including, without limitation, sewer lines and water lines, pipes, generators, cables, conduits, ducts, electrical equipment, water pumps, fire pumps and other equipment, telecommunication equipment, security equipment, cooling tower(s), HVAC and any supporting pumps or equipment, wiring and other central and appurtenant transmission facilities and installations on, above, over, under and across the Project that serve all Units and/or the Common Elements appurtenant to all Units, including, without limitation, those providing electricity, light, gas (if any), water, air conditioning, sewer, refuse, drainage, irrigation, telephone, security, internet, radio and television signal distribution (if any), unless otherwise designated in the Declaration or on the Condominium Map;

4. All hallways, stairways, corridors, areas, or rooms, including, without limitation, areas or rooms housing the items described in **Section A.3** above, mechanical equipment, maintenance and utility rooms and areas, storage rooms, trash rooms, areas and receptacles, apparatus, and installations existing for common use by or for the common benefit of all Units and/or the Common Elements appurtenant to all Units, and not otherwise designated as a Unit in the Declaration or on the Condominium Map;

5. The driveways leading from Kapiolani Boulevard and Makaloa Street to level 1 of the Parking Podium, and any signage, decorative façade, or Improvement attached to said driveways;

6. Any signage, decorative façade, or Improvement attached to level 1 of the Parking Podium;

7. The loading stalls and area on level 1 of the Parking Podium and designated as "CE: Common Element" on the Condominium Map;

8. The vehicular ramp leading from level 1 to level 2 of the Parking Podium;

9. All sidewalks and common walkways on level 1 of the Project;

10. The interior surfaces of the walls, ceilings, and floors of level 1 of the Parking Podium and the exterior surfaces of the Parking Podium and Tower, including, without limitation, any louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto; excluding the Recreational Amenities on level 7 of the Parking Podium and any louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto;

11. Any easements, access rights, licenses, or encroachment rights through an adjoining parcel granted to the Association;

12. All areas specifically designated as "CE: Common Element" on the Condominium Map;

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

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

B. **LIMITED COMMON ELEMENTS**. The Limited Common Elements are 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 such Limited Common Elements shall be the responsibility of the Association, as set forth in the Declaration. The costs and expenses of every description pertaining to such Limited Common Element shall be the responsibility of the Owner(s) of the Unit(s) to which such Limited Common Element is appurtenant. If there is more than one Unit to which the Limited Common Element is appurtenant, then the cost thereof shall be charged to each Owner in proportion to the Common Interest or Class Common Interest, as applicable, appurtenant to each respective Unit.

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

a. The vehicular ramp leading from level 2 to level 6 of the Parking Podium, including the interior walls, ceilings, and floors thereof and any signage, decorative façade, or Improvement attached thereto, the interior surfaces of levels 2 through 6 of the Parking Podium and any Improvements attached thereto, the drive through areas in the Parking Podium located on levels 3 through 6, and level 7 of the Parking Podium and any louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto, all depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map;

b. The porte cochere and lobby located on level 1 of the Tower and depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map;

c. The mail room located on level 1 of the Tower and depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map;

d. The office(s), restrooms, and back of house areas located on level 1 of the Tower and depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map;

e. Any telecommunications, fire control, mechanical, electrical, security, service, janitorial, storage, and trash rooms located on level 1 of the Tower, and the equipment therein, all depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map, and all other utility, maintenance, work, storage, electrical, mechanical, and telecommunication rooms, closets, and facilities, accessory equipment areas, and other support areas that service only the Residential Units or the Limited Common Elements appurtenant thereto;

f. The elevators, elevator vestibules, and elevator lobbies located in the Tower and the hallways and stairways located in the Tower and Parking Podium, all for the exclusive use of the Owners of the Residential Units and depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map;

g. Any trash rooms and chutes, telecommunications equipment and rooms housing the same, and electrical equipment and rooms housing the same, located on levels 7 through 39 of the Tower, depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map;

h. The common hallways or corridors located on levels 7 through 39 of the Tower, depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map.

i. The loading stall located on level 1 of the Parking Podium and designated as "LCE-R: Residential Limited Common Element" on the Condominium Map;

j. The guest parking stalls located on level 2 of the Parking Podium, depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map and the electric vehicle parking stalls and charging stations installed therein (if any) located on level 2 of the Parking Podium;

k. The bicycle storage located on levels 1 through 5 of the Parking Podium, depicted as "LCE-R: Residential Limited Common Element" on the Condominium Map;

l. Those portions of any pipes, cables, conduits, drain, chutes, flues, ducts, wires, vents, shafts, other utility or service lines, sewage treatment equipment and facilities (if any), supporting apparatus, electrical equipment and lines, electrical and mechanical 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 more than one Residential Unit or the Limited Common Elements appurtenant to the Residential Units and serve none of the Commercial Units or Limited Common Elements appurtenant thereto, and are not otherwise designated as Common Elements;

m. The Recreational Amenities located on levels 7 and 8 and the rooftop of the Tower, which may include cabanas, lounges, barbeques, a pool, fitness facilities, a viewing deck, and other amenities, and any louver, trellis, screening, paneling, signage, decorative façade, or Improvement that is a part thereof;

n. Any and all decorative elements which may be added by or on behalf of Developer to any Residential Limited Common Element 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;

o. Any portion of the Tower rooftop, mechanical equipment areas or stairways thereon, servicing only the Residential Units and/or the Limited Common Elements appurtenant thereto; and

p. Any other areas described as "LCE-R: Residential Limited Common Element" appurtenant to the Residential Units on the Condominium Map.

2. **COMMERCIAL LIMITED COMMON ELEMENTS.** The Commercial Limited Common Elements include those parts of the Limited Common Elements that are reserved for the exclusive use of the Commercial Unit Class, and shall include the following:

a. Those portions of any pipes, cables, conduits, drain, chutes, flues, ducts, wires, vents, fans, shafts, fire pumps, other utility or service lines, sewage treatment equipment and facilities (if any), supporting apparatus, electrical equipment and lines, electrical closets, storage rooms, communications rooms, pump rooms, systems and apparatus, 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 the Commercial Units or the Limited Common Elements appurtenant to the Commercial Units and serve none of the Residential Units or Limited Common Elements appurtenant thereto, and are not otherwise designated as Common Elements;

b. All utility, maintenance and work rooms, closets and facilities, storage rooms and areas, accessory equipment areas, and other support areas that service only the Commercial Units or the Limited Common Elements appurtenant thereto;

c. All telecommunications, fire control, mechanical, electrical, security, and service rooms and areas, and the equipment therein, that service only the Commercial Units or the Limited Common Elements appurtenant thereto;

d. The parking stalls located on levels 1 and 2 of the Parking Podium, depicted as "LCE-C: Commercial Limited Common Element" on the Condominium Map;

e. All trash rooms and areas for the exclusive use of the Owners of the Commercial Units and depicted as "LCE-C: Commercial Limited Common Element" on the Condominium Map; and

f. The bicycle storage located on level 1 of the Parking Podium, depicted as "LCE-C: Commercial Limited Common Element" on the Condominium Map; and

g. Any other areas described as "LCE-C: Commercial Limited Common Element" appurtenant to the Commercial Units on the Condominium Map.

3. **RESIDENTIAL UNIT LIMITED COMMON ELEMENT**. The following Limited Common Elements are Limited Common Elements appurtenant to individual Residential Units for the exclusive use thereof:

a. 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 appurtenant to said Residential Unit;

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

c. Any lanai and/or balcony affixed to a Residential Unit, as depicted on the Condominium Map, including, without limitation, the decorated or finished interior surfaces of the perimeter 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;

d. Any compressor, air conditioning, and or heating equipment or other mechanical equipment located on the lanai and/or balcony affixed to a Residential Unit, which equipment exclusively services the Residential Unit, shall be appurtenant to such Residential Unit;

e. The parking stall(s) located on level(s) 2, 3, 4, 5, and/or 6 of the Parking Podium, depicted as "LCE-RU: Residential Unit Limited Common Element" on the Condominium Map and assigned to each Residential Unit in Exhibit "B" to the Declaration;

f. The motorcycle parking stall(s) located on level 6 of the Parking Podium, depicted as "LCE-RU: Residential Unit Limited Common Element" on the Condominium Map and assigned to a Residential Unit(s) in Exhibit "B" to the Declaration;

g. The Resident Manager Unit shall have as a Limited Common Element each of the parking stall(s) located on levels 2 through 6 of the Parking Podium, depicted as "LCE-RU: Residential Unit Limited Common Element" on the Condominium Map that are not specifically assigned to another Unit in Exhibit "B" to the Declaration, or any subsequent amendment to the Declaration;

h. Any other area described as "LCE-RU: Residential Unit Limited Common Element" on the Condominium Map and appurtenant to a Residential Unit.

4. **COMMERCIAL UNIT LIMITED COMMON ELEMENT**. The following Limited Common Elements are Limited Common Elements appurtenant to individual Commercial Units for the exclusive use thereof:

a. 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 Commercial Unit, any portion thereof serving only that Commercial Unit shall be appurtenant to said Commercial Unit;

b. Any doorsteps (if any), stoop (if any), patios (if any), and all exterior doors and windows or other fixtures designed to serve the Commercial Unit located outside the boundaries of, but adjoining and providing access specifically to, the Commercial Unit;

c. Any louver, trellis, screening, paneling, signage, decorative façade, or Improvement affixed to the exterior of the Commercial Unit; and

d. Any other area described as "LCE-CU: Commercial Unit Limited Common Element" on the Condominium Map and appurtenant to a Commercial Unit.

* * * * *

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

EXHIBIT "F"

ENCUMBRANCES AGAINST TITLE

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

2. Mineral and water rights of any nature

3. SETBACK (10 feet wide)

   PURPOSE : building
   REFERENCED : on Map 1, filed with Land Court Consolidation No. 83

4. UNRECORDED LEASE

   LESSOR : LIONKING II, LLC, a Hawaii limited liability company

   LESSEE : HAWAIIUSA FEDERAL CREDIT UNION, a federally chartered credit union

   DATED : June 19, 2012
   TERM : 10 years and 3 months, commencing on August 2, 2012 and expiring on November 1, 2022, with option to extend the term of the lease for 2 periods of 5 years

   A SHORT FORM MEMORANDUM OF LEASE is dated August 27, 2012, filed as Land Court Document No. T-8277450.

   Leasing and demising those certain premises consisting of approximately 4, 138 square feet of space identified as Lease Space No. 5 within the Shops at Kapiolani project located at 1534 Kapiolani Boulevard, Honolulu, Hawaii 96814.

   Said Lease is subject to any matters arising from or affecting the same.

5. The terms and provisions contained in the following:

   INSTRUMENT : WARRANTY DEED

   DATED : June 20, 2018
   FILED : Land Court Document No. T-10387128

6. MORTGAGE

   MORTGAGOR : 1538 KAPIOLANI LLC, a Hawaii limited liability company

   MORTGAGEE : CENTRAL PACIFIC BANK, a Hawaii corporation

   DATED : as of February 19, 2019

FILED : Land Court Document No. T-10647059
AMOUNT : $11,250,000.00

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

ASSIGNOR : 1538 KAPIOLANI LLC, a Hawaii limited liability company

ASSIGNEE : CENTRAL PACIFIC BANK, a Hawaii corporation

DATED : February 19, 2019
RECORDED : Document No. A-69950324
AMOUNT : $11,250,000.00

(Not noted on Transfer Certificate(s) of Title referred to herein)

8. FINANCING STATEMENT

DEBTOR : 1538 KAPIOLANI LLC

SECURED PARTY : CENTRAL PACIFIC BANK

RECORDED : Document No. A-69950325
RECORDED ON : February 25, 2019

CONTINUATION recorded as Document No. A-87830519 on January 18, 2024

9. The terms and provision contained in the following:

INSTRUMENT : INTERCREDITOR AGREEMENT

DATED : June 30, 2021
RECORDED : Document No. A-78520365
PARTIES : TCG SKY LLC, a Hawaii limited liability company ("Mezzanine Lender") and CENTRAL PACIFIC BANK, a Hawaii corporation ("Senior Mortgagee")

(Not noted on Transfer Certificate(s) of Title referred to herein)

10. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME OF MUSE HONOLULU

DATED :
FILED :

11. The terms and provisions contained in the following:

INSTRUMENT : BYLAWS OF ASSOCIATION OF UNIT OWNERS OF MUSE HONOLULU

DATED :
FILED :

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

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

END OF EXHIBIT "F"

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. The following is a brief summary only, and purchasers should refer to the Declaration, Bylaws, House Rules, and Sales Contract for more specifics.

DECLARATION

A. RESERVED RIGHT TO GRANT AND RECEIVE EASEMENTS.

As set forth in Article XIX of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer reserves the right to designate, grant, receive, convey, transfer, delete, cancel, relocate, realign, reserve, and otherwise deal with any and all easements, licenses, rights of way, restrictive covenants, encroachments, and the like under, over, across, or through the Project, or involving adjacent or neighboring parcels of land or adjacent or neighboring condominium projects, deemed necessary or desirable in Developer's sole discretion, or as may be required by a governmental entity, including, but not limited to, easements and/or rights of way for utilities, public purpose (i.e., pedestrian walkways, vehicle paths, sidewalks, 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, maintenance of improvements or landscaping, access to or for preservation of any burial sites on the Land (in the form of an easement or covenant to run with the Land), and parking areas. Developer further reserves the right, to and until December 31, 2045, to negotiate, grant, cancel, relocate, and otherwise deal with any and all temporary licenses and rights of entry under, across, or through the Project, deemed necessary or desirable in Developer's sole discretion, or as may be required by a neighboring property owner or governmental entity, including, but not limited to, temporary rights of entry or other similar licenses and agreements to accommodate the construction and development of neighboring properties such as the use of airspace for the assembly, disassembly, and operation of tower cranes, and related construction and development activities. Such right also includes easements for operation, upkeep, care and maintenance, or repair of any Unit or any Limited Common Element or to complete any Improvements and correct construction defects or other punchlist items in the Common Elements or Units, or to exercise any of the Developer's Reserved Rights, and other similar purposes; provided that such easements, licenses, rights of entry, and/or rights of way shall not materially and adversely impact 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 further that Developer shall have the right to negotiate and agree to such terms with respect to such easements, licenses, rights of entry, and rights of way as Developer deems appropriate in its sole discretion. Any easement, license, right of entry, and/or right of way granted and/or received by Developer pursuant to the exercise of this reserved right shall not be amended, modified, or terminated by the Association without the consent of Developer. Developer shall have the right to define any easement right received pursuant to this Article as a Common Element or Limited Common Element. In the event that Developer assigns to the Association any rights it acquires, whether the same constitute easement rights or otherwise, the Association shall assume such rights.

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

As set forth in Article XX of the Declaration, notwithstanding anything provided to the contrary, and except as otherwise provided by law, to and until December 31, 2045:

Developer 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 or from Limited Common Element status to Unit area to facilitate any subdivision or consolidation; and (5) recalculate the Common Interest appurtenant to each Unit upon such subdivision and/or consolidation; provided that the total Common Interest appurtenant to the newly-created Unit(s) shall equal the Common Interest appurtenant to the original Unit(s). The subdivision or consolidation of Units by Developer or any other Owner shall not affect the number of Commercial Directors 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 or cause to be filed 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 or cause to be filed 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, boundaries, 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 the Condominium Map to effect any subdivision or consolidation of Units or alterations to floor plans at any time to and until December 31, 2045, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder, or other Persons, execute and file amendments to the Declaration 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.

C. RESERVED RIGHT TO INSTALL AND MAINTAIN COMMUNITY SYSTEMS AND TO RECEIVE REVENUE THEREFROM.

As set forth in Article XXI of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer reserves the right to install or cause the installation of Community Systems on the Common Elements, including the rooftop of the Tower, at its sole cost and expense, and upon such installation the same shall become a Limited Common Element appurtenant to a Unit designated and owned by Developer. So long as the installation of the Community Systems does not interfere with or impair the Project Quality Standard, the installation of Community Systems pursuant to this Article shall not be deemed to alter, impair, or diminish the Common Interest, Common Elements, and easements appurtenant to the Units, or a structural alteration or addition to the Project constituting a material change, or necessitate an amendment to the Condominium Map. Developer shall have the reserved right to charge the Association for any costs and expenses associated with the Association's use of any Community Systems appurtenant to a Unit owned by Developer. All profits or expenses directly attributable to the Community Systems shall be distributed or charged directly to the Unit to which the Community Systems are appurtenant. In connection with Developer's reserved right described in this Article, Developer reserves the right to enter into agreements, including, but not limited to, a bulk service agreement, or an exclusive marketing agreement, to sell and market certain telecommunications services to Owners in the Project, and to grant easements for such purpose, all upon such terms and conditions as Developer may determine in its sole discretion. In the event Developer receives any rebate or reimbursement for the cost of installation of the Community Systems, Developer shall be entitled to keep any such rebate or reimbursement. Developer may assign any and all of its rights under this Article to the Association or any third-party provider.

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

As set forth in Article XXII of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer 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 Limited Common Elements appurtenant to all Residential Units will be built or completed prior to, concurrently with, or soon after any or all of the Residential Units are conveyed to third parties.

E. RESERVED RIGHT TO CREATE, INSTALL, MODIFY, RELOCATE, AND RECONFIGURE RESIDENTIAL UNIT LIMITED COMMON ELEMENT STORAGE LOCKERS.

As set forth in Article XXIII of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer reserves the right to (a) create and install Limited Common Element storage lockers within the Residential Limited Common Elements and designate such storage lockers as Residential Unit Limited Common Elements and (b) modify, relocate, and reconfigure all or certain Residential Unit Limited Common Element storage lockers appurtenant to Residential Units owned by Developer. Nothing in the Declaration shall be construed as a representation or warranty by Developer that the Residential Unit Limited Common Element storage lockers will not change and or that they will be built or completed prior to, concurrently with, or soon after any or all of the Units owned by Developer are conveyed to third parties.

F. RESERVED RIGHT TO INSTALL DEVELOPER'S SIGNAGE.

As set forth in Article XXIV of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer reserves the right, for the benefit of the Project, to install, maintain, repair, replace, and approve of (from time to time) directional and wayfinding signage within the street level of the Project, and identity, canopy, and other signage within the Residential Limited Common Elements; subject and/or pursuant to any zoning laws or other governmental requirements. Developer's approval rights shall not extend

to any signage installed by the Association within the interior of the Residential Limited Common Elements. 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 Residential Unit Class Expenses.

F. RESERVED RIGHT TO MODIFY PROJECT AND TO AMEND CONDOMINIUM DOCUMENTS.

As set forth in Article XXV of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer reserves the right to effect such modifications to Units and Common Elements in the Project and/or to execute, file, and deliver any amendments to the Condominium Documents promulgated under the Declaration, 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, if any, any institutional Lender lending funds secured by the Project or any of the Units, or by any governmental agency.

G. RESERVED RIGHT TO CONVERT LIMITED COMMON ELEMENTS TO UNITS.

As set forth in Article XXVI of the Declaration, notwithstanding anything provided to the contrary, and except as otherwise provided by law, to and until December 31, 2045:

Developer 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 or cause to be filed 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 assure that the total of all Common Interests equals one hundred percent (100%). If Developer increases the area of an existing Unit by converting a portion of the Limited Common Element solely appurtenant thereto to Unit and connecting it to the Unit, but an additional Unit is not created, then the Common Interest percentage allocated to the Unit shall remain unchanged;

Developer shall file or cause to be filed 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), boundaries, 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 the 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 31,2045, and Developer may, without being required to obtain the consent or joinder of any Owner, lien holder, or other Persons, execute, deliver, and file amendments to the Declaration and 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. To the extent permitted by applicable law, this Article shall not be amended without the prior written consent of Developer.

H. RESERVED RIGHT TO RECHARACTERIZE AND REDESIGNATE LIMITED COMMON ELEMENTS.

As set forth in Article XXVII of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer reserves the right to amend the Declaration to: (a) recharacterize all or a portion of certain Unit Limited Common Elements solely appurtenant to a Unit or Units owned by Developer, or Residential Limited Common Elements if all Residential Units are owned by Developer, or Commercial Limited Common Elements if all Commercial Units are owned by Developer, as being Common Elements of the Project, thus giving up or waiving the exclusive use of such area or areas; (b) redesignate all or a portion of certain Unit Limited Common Elements solely appurtenant to any Unit owned by Developer to another Unit or Units, or as Residential Limited Common Elements, or as Commercial Limited Common Elements; (c) redesignate a portion of the Residential Limited Common Elements or Commercial Limited Common Elements, if all Residential Units or 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 the 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, redesignation, or change in use of any such Limited Common Elements shall occur at any time or times to and until December 31, 2045, and, except as provided in this Article, Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other Persons, execute, deliver, and file 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.

I. RESERVED RIGHT TO CONVEY PROPERTY TO THE ASSOCIATION.

As set forth in Article XXVIII of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer reserves the right, but not the obligation, to convey to the Association, and the Association shall accept, title to any property owned by Developer or Developer's successors, or assigns, including, but not limited to, the Resident Manager Unit, together with the responsibility to perform any and all duties associated therewith. Upon conveyance or dedication of such property to the Association, the Association shall maintain such property at its expense for the benefit of the Owners, and the cost of maintaining such areas, including any maintenance fees associated with such areas, shall be assessed to all Owners as a Common Expense. Any property or interest in property transferred to the Association by Developer shall be by way of quitclaim deed, "AS IS," "where is". Developer shall have the further right to redesignate Limited Common Elements appurtenant to

Units owned by Developer or Developer's successors and assigns as Limited Common Elements appurtenant to Units owned by the Association, if any, and to the extent necessary or required, to amend 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.

J. RESERVED RIGHT TO CONDUCT SALES ACTIVITIES.

As set forth in Article XXIX of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer 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 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, 2045, Developer shall have the right to conduct sales activities at the Project until the closing of the sale of the last unsold Residential Unit of the Project; provided that such sales are conducted in an unobtrusive manner which will not unreasonably interfere with the use, possession and aesthetic enjoyment of the Project by the Owners. Such sales activities may include the initial sale and resale of Units. In the event that Project Lender, if any, or any successor to or assignee of Project Lender shall acquire any portion of the Project in the course of any foreclosure or other legal proceeding or in the exercise of the Mortgage remedies or by a deed or an assignment in lieu of foreclosure, Project Lender, its successor and assigns, shall have the right to conduct such extensive sales activities at the Project until at least ninety-five percent (95%) of all of the Units owned by Developer in the Project have been sold and Unit Deeds therefor filed, notwithstanding the foregoing. Each and every party acquiring an interest in the Project, by such acquisition, acknowledges that the sales activities may result in noise and nuisances, and consents to such activity by Developer, and further waives, releases and discharges any rights, claims, or actions such party may acquire against Developer, its brokers, sales agents, employees, and Lenders, and their respective successors and assigns, as a result of any such activity or activities.

K. RESERVED RIGHT TO CONSOLIDATE, SUBDIVIDE, AND WITHDRAW LAND.

As set forth in Article XXX of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer 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.

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 under the Declaration, 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 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 under the Declaration, Developer 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, 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; (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 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.

L. RESERVED RIGHT TO LEASE OR TRANSFER COMMERCIAL UNITS AND THEIR LIMITED COMMON ELEMENTS.

As set forth in Article XXXI of the Declaration, to and until December 31, 2045, Developer, as the Owner of a Commercial Unit, shall have the reserved right, but not the obligation, 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 redesignate Limited

Common Elements appurtenant to all Commercial Units as Common Element or Limited Common Element appurtenant to all Residential Units, 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"** of the Declaration 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, 2045, 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 Limited Common Elements appurtenant to all Commercial Units to a Unit owned by the Association or to Limited Common Element appurtenant to all Residential Units or Common Element, and, to the extent necessary, to amend the Declaration to effect the same, shall occur no later than December 31, 2045. 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, 2045 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 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.

M. RESERVED RIGHT TO ALTER THE NUMBER OF FLOORS AND/OR UNITS IN THE PROJECT.

As set forth in Article XXXII of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer reserves the right to reduce or increase the number of floors and/or Units in the Project, except as otherwise provided by law. Any such alteration to the number of floors and/or Units in the Project shall be effective provided that:

Developer shall file or cause to be filed 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%);

Developer shall file or cause to be filed 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

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 the 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, 2045, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other Persons, except as aforesaid, execute and file amendments to the Declaration and the Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers, or privileges in the Declaration reserved to Developer.

N. RESERVED RIGHT TO ENTER INTO AGREEMENTS WITH BICYCLE SHARING AND/OR CAR SHARING ENTITY.

As set forth in Article XXXIII of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer reserves the right, unto itself, its agents, employees, personnel, licensees, successors, and assigns, to select and contract with a County-approved car sharing and/or bicycle sharing partner or entity for a car share and/or bike share station to be located on a publicly accessible portion of the Project in accordance with applicable State of Hawaii and/or County requirements. 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 car share and/or bike share station and to grant easements for such purposes, upon such terms and conditions as Developer may determine in its discretion.

O. RESERVED RIGHT TO ALTER UNIT AND/OR COMMON ELEMENT AREA FOR MINOR DESIGN AND CONSTRUCTION ADJUSTMENTS.

As set forth in Article XXXIV of the Declaration, notwithstanding anything in the Declaration provided to the contrary, to and until December 31, 2045, Developer reserves the right to alter the areas of Units and Common Elements, including Limited Common Elements, to accommodate minor design and construction adjustments, to comply with the Condominium Map, to improve efficiency in the use of the Units and/or the operation and use of the Common Elements, including the Limited Common Elements, and/or to comply with law, permits, and/or other government approvals. Developer shall record or cause to be recorded an amendment to the Declaration and the Condominium Map, as necessary, describing (a) the revised areas, and (b) any recalculation of the Common Interest and/or Class Common Interest appurtenant to the Units as a result of any increase or decrease in Unit area(s). Developer shall have the right, in its sole and absolute discretion, not to recalculate and revise the Common Interest and/or Class Common Interest if the net living area of a Unit increases or decreases by less than two percent (2%). In the event that Common Interest and/or Class Common Interest are/is recalculated, Developer shall have the right to adjust such Common Interest and/or Class Common Interest in its discretion in order to ensure the sum of the percentages equals exactly one hundred percent (100%).

Developer expressly reserves the right to amend the Declaration and/or the Condominium Map to effect any change in a Unit's area or alteration of the Common Elements, including the Limited Common Elements, at any time or times to and until December 31, 2045, and Developer may, without being required to obtain the consent or joinder of any Owner, Landowner, lienholder or other Persons, execute and record amendments to the Declaration and the Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers, and/or privileges in the Declaration reserved to Developer.

P. RESERVED RIGHT TO ADDRESS ARCHAEOLOGICAL ISSUES.

As set forth in Article XXXV of the Declaration, notwithstanding anything provided to the contrary, to and until December 31, 2045, Developer reserves the right to respond to and appropriately deal with any inadvertent finds of human skeletal remains or burial goods, or other historic or archaeological finds during the course of construction of the Project in compliance with the Master Charter and applicable State law, and the determinations with respect thereto made by the State Historic Preservation Division ("**SHPD**") by: (a) designating one or more Common

Elements, including open spaces and areas beneath structural elements of the Building Structure as burial preserve areas; (b) recording against the Land one or more documents related to the preservation or relocation of any burials or artifacts, including, but not limited to, binding short-term and long-term measures such as fencing, buffers, landscaping, access easements, plaques, and other identifying measures; (c) relocating or preserving in place at any portion of the Project any remains, burial goods, or artifacts that may be found during the course of site preparation and construction of the Project; (d) making changes to the Building Structure, Common Elements, and Limited Common Elements necessary to accommodate the foregoing; and (e) entering into any agreements and preparing any reports necessary or prudent to document the decisions and requirements of any governmental agency or entity, including, but not limited to, SHPD, Developer's agreements related to such requirements or decision(s), or of applicable laws, including, but not limited to, preservation plans, archaeological data recovery plans, mitigation plans, monitoring plans, and in situ burial agreements. Any action that adversely affects a Commercial Unit or its Limited Common Elements shall be subject to the prior written approval of the affected Commercial Unit Owner, which approval shall not be unreasonably withheld. The Association shall be subject to and responsible for compliance with all such plans, agreements, and easements, expenses of which shall be a Common Expense. All persons who are classified as recognized cultural or lineal descendants by SHPD or the Oahu Island Burial Council with relation to the Project shall have a reasonable right of entry and access over, across, and through the ground level Common Elements to gain access to and for visitation of any burial preserve area so created, subject to reasonable rules and policies established from time to time by Developer and/or the Board relating to hours of visitation, security procedures for visitation, and parking at the Project; provided, however, that no such rules and policies shall at any time unreasonably hinder, impair, or interfere with the right of the recognized cultural and lineal descendants to visit any burial preserve area.

Q. RESERVED RIGHT TO ADDRESS SOIL ISSUES.

As set forth in Article XXXVI of the Declaration, Developer reserves the right, to and until December 31, 2045, to respond to and appropriately deal with any inadvertent finds of contaminants in the soil during the course of construction of the Project in compliance with applicable law and any other determinations made by the applicable government agencies by (a) digging, relocating or filling any soil contaminated areas; (b) making changes to any Improvements, Common Elements and Limited Common Elements necessary to accommodate the foregoing; (c) entering into any agreements and preparing any reports necessary or prudent to document the decisions and requirements of any governmental agency, Developer's agreements or applicable laws including, without limitation, environmental reports, mitigation plans, and monitoring plans. The Association shall be subject to and responsible for compliance with all such plans, agreements and easements, the expense of which shall be a Common Expense. .

R. RESERVED RIGHTS REGARDING STATE AND COUNTY REQUIREMENTS, PERMIT AND DEVELOPMENT AGREEMENTS.

As set forth in Article XXXVII of the Declaration, notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right to: (i) amend the Condominium Documents, including, but not limited to, this Declaration, to satisfy all State and County requirements, permits, and/or entitlements; (ii) secure any other governmental permits, approvals, or agreements or amend or supplement any existing governmental permits, approvals, or agreements; (iii) enter into any agreements, including, but not limited to, declaring and subjecting the Land and Improvements to restrictive covenants; (iv) designate and grant easements; (v) subdivide and withdraw from the Project a portion of the Land and dedicate it to the County or State to fulfill road widening requirements; (vi) revise the budget and/or Common Expenses and implement fees for the landscaping, maintenance, and upkeep of the dedicated portion until the County or State performs any actual road widening to include the dedicated portion and affirmatively accepts responsibility for maintaining the dedicated portion; and (vii) do all things necessary or convenient to satisfy the requirements of any land use approvals or other permits pertaining to the Project issued by the State or County, as the same may be amended or modified, and to execute, record, and deliver any and all documents necessary to effect the same, including, but not limited to, any necessary amendments to this Declaration and the Condominium Map.

S. RESERVED RIGHT TO DEREGISTER THE LAND AND THE PROJECT FROM THE LAND COURT OF THE STATE OF HAWAII.

As set forth in Article XXXVIII of the Declaration, notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer 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 amended. In connection therewith, Developer shall have the right, as necessary, to amend the Condominium Documents, including, but not limited to, this 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.

T. ASSIGNMENT OF RESERVED RIGHTS.

As set forth in Article XXXIX of the Declaration, to and until December 31, 2045, notwithstanding anything stated in the Declaration 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. 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 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 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, such party upon any transfer of any Unit or any interest therein, whether by deed, Mortgage, or any other instrument of conveyance.

U. CONSENT TO DEVELOPER'S RESERVED RIGHTS; APPOINTMENT OF DEVELOPER AND ASSOCIATION AS ATTORNEY-IN-FACT.

As set forth in Article XL of the Declaration, 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 **XXXVIII** of the Declaration and summarized above, the permitted actions taken by Developer pursuant thereto, and to the filing of any and all documents necessary to effect the same in said Office; agrees to execute, deliver, and file such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Developer and its assigns as such person's attorney-in-fact with full power of substitution to execute, deliver and file such documents and instruments and to do such things on such person's 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 under the Declaration and as permitted by law, Developer will have the right to execute, deliver and file any amendment to the Condominium Documents, any easement instrument, any deed, any amendment to a Unit Deed, assignment of rights or interest, or such other document, instrument or agreement that may be necessary or appropriate to permit Developer to exercise its respective rights pursuant to the provisions of the Declaration.

V. NON-APPLICABILITY TO DEVELOPER.

As set forth in Article VI, Section Q of the Declaration, 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 its successors and assigns, or the Limited Common Elements appurtenant thereto, or to any Improvements proposed or made by Developer, or its successors or assigns or its

affiliates in connection with its development, construction, promotion, marketing, sales, or leasing of any Unit or any portion of the Project.

BYLAWS

RESERVED RIGHT TO AMEND BYLAWS. This right is set forth in Article IX.3.B of the Bylaws. Developer (pursuant to the Developer's Reserved Rights) has the right to amend the Bylaws to the extent set forth in the Declaration.

HOUSE RULES

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

* * * * *

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL OF THE RIGHTS RESERVED BY 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, IN 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 DEVELOPER OR MANAGING AGENT, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF SUCH ESTIMATES.

THE RESERVE ANALYSIS IS AN ESTIMATE ONLY AND HAS NOT BEEN PREPARED OR REVIEWED BY AN INDEPENDENT RESERVE STUDY PREPARER. THE ESTIMATED RESERVE CONTRIBUTIONS ARE PRELIMINARY AND SUBJECT TO ADJUSTMENTS IN ALLOCATION BETWEEN THE RESIDENTIAL AND COMMERCIAL UNITS.

Maintenance fees shall commence for the Residential Unit Owners as set forth in Section 6, item 1 of the Developer's Public Report.

CERTIFICATE

I, Dass Ramadass, as agent for the Association of Unit Owners of Muse Honolulu (the "**Association**"), 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.

Dass Ramadass
Signature

Dec 23rd 2024
Date

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 Association has not conducted a reserve study for the Project. The budget amount for reserves is based on the Reserve Study obtained by the developer.

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 Muse Honolulu. 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. 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 budget may increase due to increases in insurance premiums, utility costs, maintenance services, labor cost and other expenses. Therefore, Hawaiian Properties, Ltd., its agents, employees, etc. shall not be liable for any future claims regarding the use of these estimates.

Project: Muse Honolulu
Residential and Commercial Units **RESIDENTIAL UNIT CLASS** **COMMERCIAL CLASS**

	MONTHLY BUDGET	ANNUAL BUDGET	MONTHLY BUDGET	ANNUAL BUDGET	TOTAL MONTHLY BUDGET	TOTAL ANNUAL BUDGET
RECEIPTS						
Maintenance Fees	$378,874	$4,546,492	$9,801	$117,607	$388,675	$4,664,099
Electricity Receipts	$72,141	$865,694		$0	$72,141	$865,694
Gas Reimbursement		$0		$0		
Residential Water and Sewer Reimbursement		$0		$0		
Commercial Water and Sewer Reimbursement				$0	$0	$0
Telephone Reimbursement		$0		$0		
Cable TV/Internet Reimbursement/Residential	$19,020	$228,246		$0	$19,020	$228,246
Master Association Dues		$0		$0	$0	$0
Surfboard/Storage Receipts	$650	$7,800		$0	$650	$7,800
Pet Registration	$190	$2,280		$0	$190	$2,280
Lockout Fees	$500	$6,000		$0	$500	$6,000
Guest Suite Income		$0		$0	$0	$0
Interest Income, Reserves	$441	$5,289		$0	$441	$5,289
TOTAL RECEIPTS	$471,817	$5,661,801	$9,801	$117,607	$481,617	$5,779,408
UTILITIES						
Residential Electricity	$72,141	$865,694	$0	$0	$72,141	$865,694
Remaining Common Electricity	$43,914	$526,962	$1,273	$15,282	$45,187	$542,244
Gas	$808	$9,696		$0	$808	$9,696
Water	$7,064	$84,769	$205	$2,458	$7,269	$87,227
Sewer	$22,625	$271,500		$0	$22,625	$271,500
Telephone	$1,000	$12,000	$29	$348	$1,029	$12,348
Cable TV/Internet - Residential	$19,020	$228,246		$0	$19,020	$228,246
TOTAL UTILITIES	$166,572	$1,998,867	$1,507	$18,088	$168,080	$2,016,956
CONTRACTS						
Contract - Refuse	$3,751	$45,011		$0	$3,751	$45,011
Contract - Landscaping	$5,454	$65,443	$158	$1,898	$5,612	$67,341
Contract - Elevator/Escalator	$3,985	$47,817		$0	$3,985	$47,817
Contract - Pest Control	$550	$6,606	$16	$192	$566	$6,798
Contract - Mechanical Equipment	$7,172	$86,059	$208	$2,496	$7,380	$88,555
Contract - Plant Rental		$0		$0	$0	$0
Contract - Odor Control	$350	$4,204		$0	$350	$4,204
Contract - CCTV- Entrance Controls	$1,062	$12,744		$0	$1,062	$12,744
Contract - Radios	$111	$1,336		$0	$111	$1,336
Contract - Fire Pump	$312	$3,749		$0	$312	$3,749
Contract - Fire Alarm System	$1,439	$17,263	$42	$501	$1,480	$17,763
Contract-Booster Pump	$157	$1,887		$0	$157	$1,887
Contract - Generator	$252	$3,020	$7	$88	$259	$3,108
Contract - Window Cleaning	$6,150	$73,797		$0	$6,150	$73,797
Contract-IT Support	$761	$9,133		$0	$761	$9,133
Contract-Building Software	$759	$9,105		$0	$759	$9,105
Contract-Pool & SPA	$0	$0		$0	$0	$0
Contract-HVAC	$0	$0		$0	$0	$0
Contract-Parking & Security	$0	$0		$0	$0	$0
		$0		$0	$0	$0
TOTAL CONTRACTS	$32,264	$368,936	$431	$5,173	$32,696	$392,347
REPAIRS & MAINTENANCE						
Amenities - Supplies & Equipment		$0		$0	$0	$0
Guest Suite Supplies		$0		$0	$0	$0

R&M - Building Supplies	$1,200	$14,400		$0	$1,200	$14,400
R&M - Mechanical Equipment	$325	$3,900	$9	$113	$334	$4,013
R&M - Landscape Irrigation	$575	$6,900	$17	$200	$592	$7,100
R&M - Grounds & Tree Trimming		$0		$0	$0	$0
R&M - Fire System		$0		$0	$0	$0
R&M - Elevator/Escalator	$500	$6,000		$0	$500	$6,000
R&M - Plumbing	$475	$5,700		$0	$475	$5,700
R&M - Pool & Spa Supplies	$1,200	$14,400		$0	$1,200	$14,400
R&M - Painting Supplies	$200	$2,400	$7	$87	$207	$2,487
R&M - Electrical Supplies	$250	$3,000	$35	$418	$285	$3,418
Custodial - Supplies	$1,200	$14,400	$10	$119	$1,210	$14,519
Uniforms	$343	$4,111		$0	$343	$4,111
TOTAL REPAIRS & MAINTENANCE	$6,268	$75,211	$78	$937	$6,346	$76,148
PAYROLL						
Payroll - Administrative	$22,788	$273,451	$661	$7,930	$23,448	$281,381
Payroll - Security	$47,004	$564,042	$1,363	$16,357	$48,367	$580,400
Payroll - Maintenance	$14,955	$179,460	$434	$5,204	$15,389	$184,664
Payroll - Custodial	$16,720	$200,635	$485	$5,818	$17,204	$206,454
Insurance - Medical	$15,727	$188,726	$456	$5,473	$16,183	$194,199
Payroll Preparation		$0		$0	$0	$0
Insurance - Work Comp.	$3,609	$43,307	$105	$1,256	$3,714	$44,563
Insurance - TDI	$424	$5,083	$12	$147	$436	$5,231
Resident Manager Lodging	$5,500	$66,000	$160	$1,914	$5,660	$67,914
Taxes - Payroll	$13,191	$158,287	$383	$4,590	$13,573	$162,877
TOTAL PAYROLL	$139,916	$1,678,991	$4,058	$48,691	$143,974	$1,727,682
ADMINISTRATION						
Administrative Expense	$2,004	$24,054	$58	$698	$2,063	$24,751
Administrative - Site Office Exp	$1,761	$21,129	$51	$613	$1,812	$21,742
Property Management Fee	$4,481	$53,774	$130	$1,559	$4,611	$55,333
Board/Annual Meeting Expense	$388	$4,661	$11	$135	$400	$4,796
Education and Subscriptions		$0		$0	$0	$0
TOTAL ADMINISTRATION	$8,635	$103,617	$250	$3,005	$8,885	$106,622
INSURANCE						
Insurance - Package	$71,806	$861,671	$2,145	$25,735	$73,950	$887,405
TOTAL INSURANCE	$71,806	$861,671	$2,145	$25,735	$73,950	$887,405
PROFESSIONAL FEES						
Accounting & Auditing	$602	$7,219	$17	$209	$619	$7,428
Legal Fees - Association	$1,328	$15,939	$39	$462	$1,367	$16,402
Legal Fees - Collections		$0		$0	$0	$0
Professional Fees - Reserve Study	$552	$6,629	$16	$192	$568	$6,821
TOTAL PROFESSIONAL FEES	$2,482	$29,787	$72	$864	$2,554	$30,650
TAXES, PERMITS, OTHER						
General Excise Tax		$0		$0	$0	$0
Federal & State Income Taxes		$0		$0	$0	$0
Master Association Dues		$0		$0	$0	$0
TOTAL TAXES, PERMITS, OTHER		$0	$0	$0	$0	$0
TOTAL OPERATING DISBURSEMENTS	$427,943	$5,117,081	$8,541	$102,493	$436,484	$5,237,811
TRANSFER TO RESERVES	$40,433	$485,193	$1,173	$14,071	$41,605	$499,264

ESTIMATED MAINTENANCE FEES

UNIT NO.	UNIT CLASS	COMMON INTEREST	RESIDENTIAL CLASS COMMON INTEREST	COMMERCIAL CLASS COMMON INTEREST	MONTHLY FEE	ANNUAL FEE
701	Residential	0.380605%	0.391931%		1,484.92	17,819.04
702	Residential	0.320670%	0.330213%		1,251.09	15,013.08
703	Residential	0.274957%	0.283139%		1,072.74	12,872.88
704	Residential	0.278343%	0.286626%		1,085.95	13,031.40
705	Residential	0.240079%	0.247224%		936.67	11,240.04
706	Residential	0.491672%	0.506303%		1,918.25	23,019.00
901	Residential	0.354870%	0.365431%		1,384.52	16,614.24
902	Residential	0.485915%	0.500375%		1,895.79	22,749.48
903	Residential	0.226196%	0.232927%		882.50	10,590.00
904	Residential	0.245159%	0.252454%		956.48	11,477.76
905	Residential	0.204525%	0.210611%		797.95	9,575.40
906	Residential	0.231614%	0.238506%		903.64	10,843.68
907	Residential	0.407695%	0.419827%		1,590.62	19,087.44
908	Residential	0.357241%	0.367871%		1,393.77	16,725.24
909	Residential	0.248206%	0.255592%		968.37	11,620.44
910	Residential	0.252947%	0.260474%		986.87	11,842.44
911	Residential	0.193689%	0.199453%		755.68	9,068.16
912	Residential	0.166600%	0.171557%		649.98	7,799.76
1001	Residential	0.354870%	0.365431%		1,384.52	16,614.24
1002	Residential	0.485915%	0.500375%		1,895.79	22,749.48
1003	Residential	0.226196%	0.232927%		882.50	10,590.00
1004	Residential	0.245159%	0.252454%		956.48	11,477.76
1005	Residential	0.204525%	0.210611%		797.95	9,575.40
1006	Residential	0.231614%	0.238506%		903.64	10,843.68
1007	Residential	0.407695%	0.419827%		1,590.62	19,087.44
1008	Residential	0.357241%	0.367871%		1,393.77	16,725.24
1009	Residential	0.248206%	0.255592%		968.37	11,620.44
1010	Residential	0.252947%	0.260474%		986.87	11,842.44
1011	Residential	0.193689%	0.199453%		755.68	9,068.16
1012	Residential	0.166600%	0.171557%		649.98	7,799.76
1101	Residential	0.354870%	0.365431%		1,384.52	16,614.24
1102	Residential	0.485915%	0.500375%		1,895.79	22,749.48

UNIT NO.	UNIT CLASS	COMMON INTEREST	RESIDENTIAL CLASS COMMON INTEREST	COMMERCIAL CLASS COMMON INTEREST	MONTHLY FEE	ANNUAL FEE
1103	Residential	0.226196%	0.232927%		882.50	10,590.00
1104	Residential	0.245159%	0.252454%		956.48	11,477.76
1105	Residential	0.204525%	0.210611%		797.95	9,575.40
1106	Residential	0.231614%	0.238506%		903.64	10,843.68
1107	Residential	0.407695%	0.419827%		1,590.62	19,087.44
1108	Residential	0.357241%	0.367871%		1,393.77	16,725.24
1109	Residential	0.248206%	0.255592%		968.37	11,620.44
1110	Residential	0.252947%	0.260474%		986.87	11,842.44
1111	Residential	0.193689%	0.199453%		755.68	9,068.16
1112	Residential	0.166600%	0.171557%		649.98	7,799.76
1201	Residential	0.354870%	0.365431%		1,384.52	16,614.24
1202	Residential	0.485915%	0.500375%		1,895.79	22,749.48
1203	Residential	0.226196%	0.232927%		882.50	10,590.00
1204	Residential	0.245159%	0.252454%		956.48	11,477.76
1205	Residential	0.204525%	0.210611%		797.95	9,575.40
1206	Residential	0.231614%	0.238506%		903.64	10,843.68
1207	Residential	0.407695%	0.419827%		1,590.62	19,087.44
1208	Residential	0.357241%	0.367871%		1,393.77	16,725.24
1209	Residential	0.248206%	0.255592%		968.37	11,620.44
1210	Residential	0.252947%	0.260474%		986.87	11,842.44
1211	Residential	0.193689%	0.199453%		755.68	9,068.16
1212	Residential	0.166600%	0.171557%		649.98	7,799.76
1301	Residential	0.354870%	0.365431%		1,384.52	16,614.24
1302	Residential	0.485915%	0.500375%		1,895.79	22,749.48
1303	Residential	0.226196%	0.232927%		882.50	10,590.00
1304	Residential	0.245159%	0.252454%		956.48	11,477.76
1305	Residential	0.204525%	0.210611%		797.95	9,575.40
1306	Residential	0.231614%	0.238506%		903.64	10,843.68
1307	Residential	0.407695%	0.419827%		1,590.62	19,087.44
1308	Residential	0.357241%	0.367871%		1,393.77	16,725.24
1309	Residential	0.248206%	0.255592%		968.37	11,620.44
1310	Residential	0.252947%	0.260474%		986.87	11,842.44
1311	Residential	0.193689%	0.199453%		755.68	9,068.16
1312	Residential	0.166600%	0.171557%		649.98	7,799.76

UNIT NO.	UNIT CLASS	COMMON INTEREST	RESIDENTIAL CLASS COMMON INTEREST	COMMERCIAL CLASS COMMON INTEREST	MONTHLY FEE	ANNUAL FEE
1401	Residential	0.354870%	0.365431%		1,384.52	16,614.24
1402	Residential	0.485915%	0.500375%		1,895.79	22,749.48
1403	Residential	0.226196%	0.232927%		882.50	10,590.00
1404	Residential	0.245159%	0.252454%		956.48	11,477.76
1405	Residential	0.204525%	0.210611%		797.95	9,575.40
1406	Residential	0.231614%	0.238506%		903.64	10,843.68
1407	Residential	0.407695%	0.419827%		1,590.62	19,087.44
1408	Residential	0.357241%	0.367871%		1,393.77	16,725.24
1409	Residential	0.248206%	0.255592%		968.37	11,620.44
1410	Residential	0.252947%	0.260474%		986.87	11,842.44
1411	Residential	0.193689%	0.199453%		755.68	9,068.16
1412	Residential	0.166600%	0.171557%		649.98	7,799.76
1501	Residential	0.395505%	0.407294%		1,543.13	18,517.56
1502	Residential	0.477450%	0.491658%		1,862.76	22,353.12
1503	Residential	0.210958%	0.217236%		823.05	9,876.60
1504	Residential	0.143574%	0.147846%		560.15	6,721.80
1505	Residential	0.255994%	0.263612%		998.76	11,985.12
1506	Residential	0.245497%	0.252803%		957.8	11,493.60
1507	Residential	0.212313%	0.218631%		828.34	9,940.08
1508	Residential	0.310173%	0.319403%		1,210.13	14,521.56
1509	Residential	0.313559%	0.322890%		1,223.35	14,680.20
1510	Residential	0.209604%	0.215841%		817.77	9,813.24
1511	Residential	0.179467%	0.184807%		700.19	8,402.28
1601	Residential	0.395843%	0.407622%		1,544.37	18,532.44
1602	Residential	0.477788%	0.492006%		1,864.08	22,368.96
1603	Residential	0.210958%	0.217236%		823.05	9,876.60
1604	Residential	0.145605%	0.149938%		568.08	6,816.96
1605	Residential	0.255656%	0.263263%		997.44	11,969.28
1606	Residential	0.245497%	0.252803%		957.80	11,493.60
1607	Residential	0.215360%	0.221769%		840.23	10,082.76
1608	Residential	0.306110%	0.315219%		1,194.28	14,331.36
1609	Residential	0.316607%	0.326028%		1,235.24	14,822.88
1610	Residential	0.209604%	0.215841%		817.77	9,813.24
1611	Residential	0.179467%	0.184807%		700.19	8,402.28

UNIT NO.	UNIT CLASS	COMMON INTEREST	RESIDENTIAL CLASS COMMON INTEREST	COMMERCIAL CLASS COMMON INTEREST	MONTHLY FEE	ANNUAL FEE
1701	Residential	0.395843%	0.407622%		1,544.37	18,532.44
1702	Residential	0.477788%	0.492006%		1,864.08	22,368.96
1703	Residential	0.210958%	0.217236%		823.05	9,876.60
1704	Residential	0.145605%	0.149938%		568.08	6,816.96
1705	Residential	0.255656%	0.263263%		997.44	11,969.28
1706	Residential	0.245497%	0.252803%		957.80	11,493.60
1707	Residential	0.215360%	0.221769%		840.23	10,082.76
1708	Residential	0.306110%	0.315219%		1,194.28	14,331.36
1709	Residential	0.316607%	0.326028%		1,235.24	14,822.88
1710	Residential	0.209604%	0.215841%		817.77	9,813.24
1711	Residential	0.179467%	0.184807%		700.19	8,402.28
1801	Residential	0.395843%	0.407622%		1,544.37	18,532.44
1802	Residential	0.477788%	0.492006%		1,864.08	22,368.96
1803	Residential	0.210958%	0.217236%		823.05	9,876.60
1804	Residential	0.145605%	0.149938%		568.08	6,816.96
1805	Residential	0.255656%	0.263263%		997.44	11,969.28
1806	Residential	0.245497%	0.252803%		957.80	11,493.60
1807	Residential	0.215360%	0.221769%		840.23	10,082.76
1808	Residential	0.306110%	0.315219%		1,194.28	14,331.36
1809	Residential	0.316607%	0.326028%		1,235.24	14,822.88
1810	Residential	0.209604%	0.215841%		817.77	9,813.24
1811	Residential	0.179467%	0.184807%		700.19	8,402.28
1901	Residential	0.395843%	0.407622%		1,544.37	18,532.44
1902	Residential	0.477788%	0.492006%		1,864.08	22,368.96
1903	Residential	0.210958%	0.217236%		823.05	9,876.60
1904	Residential	0.145605%	0.149938%		568.08	6,816.96
1905	Residential	0.255656%	0.263263%		997.44	11,969.28
1906	Residential	0.245497%	0.252803%		957.80	11,493.60
1907	Residential	0.215360%	0.221769%		840.23	10,082.76
1908	Residential	0.306110%	0.315219%		1,194.28	14,331.36
1909	Residential	0.316607%	0.326028%		1,235.24	14,822.88
1910	Residential	0.209604%	0.215841%		817.77	9,813.24
1911	Residential	0.179467%	0.184807%		700.19	8,402.28
2001	Residential	0.395843%	0.407622%		1,544.37	18,532.44

UNIT NO.	UNIT CLASS	COMMON INTEREST	RESIDENTIAL CLASS COMMON INTEREST	COMMERCIAL CLASS COMMON INTEREST	MONTHLY FEE	ANNUAL FEE
2002	Residential	0.477788%	0.492006%		1,864.08	22,368.96
2003	Residential	0.210958%	0.217236%		823.05	9,876.60
2004	Residential	0.145605%	0.149938%		568.08	6,816.96
2005	Residential	0.255656%	0.263263%		997.44	11,969.28
2006	Residential	0.245497%	0.252803%		957.80	11,493.60
2007	Residential	0.215360%	0.221769%		840.23	10,082.76
2008	Residential	0.306110%	0.315219%		1,194.28	14,331.36
2009	Residential	0.316607%	0.326028%		1,235.24	14,822.88
2010	Residential	0.209604%	0.215841%		817.77	9,813.24
2011	Residential	0.179467%	0.184807%		700.19	8,402.28
2101	Residential	0.395843%	0.407622%		1,544.37	18,532.44
2102	Residential	0.477788%	0.492006%		1,864.08	22,368.96
2103	Residential	0.210958%	0.217236%		823.05	9,876.60
2104	Residential	0.145605%	0.149938%		568.08	6,816.96
2105	Residential	0.255656%	0.263263%		997.44	11,969.28
2106	Residential	0.245497%	0.252803%		957.80	11,493.60
2107	Residential	0.215360%	0.221769%		840.23	10,082.76
2108	Residential	0.306110%	0.315219%		1,194.28	14,331.36
2109	Residential	0.316607%	0.326028%		1,235.24	14,822.88
2110	Residential	0.209604%	0.215841%		817.77	9,813.24
2111	Residential	0.179467%	0.184807%		700.19	8,402.28
2201	Residential	0.395843%	0.407622%		1,544.37	18,532.44
2202	Residential	0.477788%	0.492006%		1,864.08	22,368.96
2203	Residential	0.210958%	0.217236%		823.05	9,876.60
2204	Residential	0.145605%	0.149938%		568.08	6,816.96
2205	Residential	0.255656%	0.263263%		997.44	11,969.28
2206	Residential	0.245497%	0.252803%		957.80	11,493.60
2207	Residential	0.215360%	0.221769%		840.23	10,082.76
2208	Residential	0.306110%	0.315219%		1,194.28	14,331.36
2209	Residential	0.316607%	0.326028%		1,235.24	14,822.88
2210	Residential	0.209604%	0.215841%		817.77	9,813.24
2211	Residential	0.179467%	0.184807%		700.19	8,402.28
2301	Residential	0.395843%	0.407622%		1,544.37	18,532.44
2302	Residential	0.477788%	0.492006%		1,864.08	22,368.96

UNIT NO.	UNIT CLASS	COMMON INTEREST	RESIDENTIAL CLASS COMMON INTEREST	COMMERCIAL CLASS COMMON INTEREST	MONTHLY FEE	ANNUAL FEE
2303	Residential	0.210958%	0.217236%		823.05	9,876.60
2304	Residential	0.145605%	0.149938%		568.08	6,816.96
2305	Residential	0.255656%	0.263263%		997.44	11,969.28
2306	Residential	0.245497%	0.252803%		957.80	11,493.60
2307	Residential	0.215360%	0.221769%		840.23	10,082.76
2308	Residential	0.306110%	0.315219%		1,194.28	14,331.36
2309	Residential	0.316607%	0.326028%		1,235.24	14,822.88
2310	Residential	0.209604%	0.215841%		817.77	9,813.24
2311	Residential	0.179467%	0.184807%		700.19	8,402.28
2401	Residential	0.395843%	0.407622%		1,544.37	18,532.44
2402	Residential	0.477788%	0.492006%		1,864.08	22,368.96
2403	Residential	0.210958%	0.217236%		823.05	9,876.60
2404	Residential	0.145605%	0.149938%		568.08	6,816.96
2405	Residential	0.255656%	0.263263%		997.44	11,969.28
2406	Residential	0.245497%	0.252803%		957.80	11,493.60
2407	Residential	0.215360%	0.221769%		840.23	10,082.76
2408	Residential	0.306110%	0.315219%		1,194.28	14,331.36
2409	Residential	0.316607%	0.326028%		1,235.24	14,822.88
2410	Residential	0.209604%	0.215841%		817.77	9,813.24
2411	Residential	0.179467%	0.184807%		700.19	8,402.28
2501	Residential	0.395505%	0.407274%		1,543.06	18,516.72
2502	Residential	0.473386%	0.487473%		1,846.91	22,162.92
2503	Residential	0.239064%	0.246177%		932.70	11,192.40
2504	Residential	0.389748%	0.401346%		1,520.60	18,247.20
2505	Residential	0.245836%	0.253151%		959.12	11,509.44
2506	Residential	0.468646%	0.482591%		1,828.41	21,940.92
2507	Residential	0.390425%	0.402043%		1,523.24	18,278.88
2508	Residential	0.209604%	0.215841%		817.77	9,813.24
2509	Residential	0.179806%	0.185156%		701.51	8,418.12
2601	Residential	0.395505%	0.407274%		1,543.06	18,516.72
2602	Residential	0.473386%	0.487473%		1,846.91	22,162.92
2603	Residential	0.239064%	0.246177%		932.70	11,192.40
2604	Residential	0.389748%	0.401346%		1,520.60	18,247.20
2605	Residential	0.245836%	0.253151%		959.12	11,509.44

UNIT NO.	UNIT CLASS	COMMON INTEREST	RESIDENTIAL CLASS COMMON INTEREST	COMMERCIAL CLASS COMMON INTEREST	MONTHLY FEE	ANNUAL FEE
2606	Residential	0.468646%	0.482591%		1,828.41	21,940.92
2607	Residential	0.390425%	0.402043%		1,523.24	18,278.88
2608	Residential	0.209604%	0.215841%		817.77	9,813.24
2609	Residential	0.179806%	0.185156%		701.51	8,418.12
2701	Residential	0.395505%	0.407274%		1,543.06	18,516.72
2702	Residential	0.473386%	0.487473%		1,846.91	22,162.92
2703	Residential	0.239064%	0.246177%		932.70	11,192.40
2704	Residential	0.389748%	0.401346%		1,520.60	18,247.20
2705	Residential	0.245836%	0.253151%		959.12	11,509.44
2706	Residential	0.468646%	0.482591%		1,828.41	21,940.92
2707	Residential	0.390425%	0.402043%		1,523.24	18,278.88
2708	Residential	0.209604%	0.215841%		817.77	9,813.24
2709	Residential	0.179806%	0.185156%		701.51	8,418.12
2801	Residential	0.395505%	0.407274%		1,543.06	18,516.72
2802	Residential	0.473386%	0.487473%		1,846.91	22,162.92
2803	Residential	0.239064%	0.246177%		932.70	11,192.40
2804	Residential	0.389748%	0.401346%		1,520.60	18,247.20
2805	Residential	0.245836%	0.253151%		959.12	11,509.44
2806	Residential	0.468646%	0.482591%		1,828.41	21,940.92
2807	Residential	0.390425%	0.402043%		1,523.24	18,278.88
2808	Residential	0.209604%	0.215841%		817.77	9,813.24
2809	Residential	0.179806%	0.185156%		701.51	8,418.12
2901	Residential	0.395505%	0.407274%		1,543.06	18,516.72
2902	Residential	0.473386%	0.487473%		1,846.91	22,162.92
2903	Residential	0.239064%	0.246177%		932.70	11,192.40
2904	Residential	0.389748%	0.401346%		1,520.60	18,247.20
2905	Residential	0.245836%	0.253151%		959.12	11,509.44
2906	Residential	0.468646%	0.482591%		1,828.41	21,940.92
2907	Residential	0.390425%	0.402043%		1,523.24	18,278.88
2908	Residential	0.209604%	0.215841%		817.77	9,813.24
2909	Residential	0.179806%	0.185156%		701.51	8,418.12
3001	Residential	0.395505%	0.407274%		1,543.06	18,516.72
3002	Residential	0.473386%	0.487473%		1,846.91	22,162.92
3003	Residential	0.239064%	0.246177%		932.70	11,192.40

UNIT NO.	UNIT CLASS	COMMON INTEREST	RESIDENTIAL CLASS COMMON INTEREST	COMMERCIAL CLASS COMMON INTEREST	MONTHLY FEE	ANNUAL FEE
3004	Residential	0.389748%	0.401346%		1,520.60	18,247.20
3005	Residential	0.245836%	0.253151%		959.12	11,509.44
3006	Residential	0.468646%	0.482591%		1,828.41	21,940.92
3007	Residential	0.390425%	0.402043%		1,523.24	18,278.88
3008	Residential	0.209604%	0.215841%		817.77	9,813.24
3009	Residential	0.179806%	0.185156%		701.51	8,418.12
3101	Residential	0.395505%	0.407274%		1,543.06	18,516.72
3102	Residential	0.473386%	0.487473%		1,846.91	22,162.92
3103	Residential	0.239064%	0.246177%		932.70	11,192.40
3104	Residential	0.389748%	0.401346%		1,520.60	18,247.20
3105	Residential	0.245836%	0.253151%		959.12	11,509.44
3106	Residential	0.468646%	0.482591%		1,828.41	21,940.92
3107	Residential	0.390425%	0.402043%		1,523.24	18,278.88
3108	Residential	0.209604%	0.215841%		817.77	9,813.24
3109	Residential	0.179806%	0.185156%		701.51	8,418.12
3201	Residential	0.395505%	0.407274%		1,543.06	18,516.72
3202	Residential	0.473386%	0.487473%		1,846.91	22,162.92
3203	Residential	0.239064%	0.246177%		932.70	11,192.40
3204	Residential	0.389748%	0.401346%		1,520.60	18,247.20
3205	Residential	0.245836%	0.253151%		959.12	11,509.44
3206	Residential	0.468646%	0.482591%		1,828.41	21,940.92
3207	Residential	0.390425%	0.402043%		1,523.24	18,278.88
3208	Residential	0.209604%	0.215841%		817.77	9,813.24
3209	Residential	0.179806%	0.185156%		701.51	8,418.12
3301	Residential	0.395505%	0.407274%		1,543.06	18,516.72
3302	Residential	0.473386%	0.487473%		1,846.91	22,162.92
3303	Residential	0.239064%	0.246177%		932.70	11,192.40
3304	Residential	0.389748%	0.401346%		1,520.60	18,247.20
3305	Residential	0.245836%	0.253151%		959.12	11,509.44
3306	Residential	0.468646%	0.482591%		1,828.41	21,940.92
3307	Residential	0.390425%	0.402043%		1,523.24	18,278.88
3308	Residential	0.209604%	0.215841%		817.77	9,813.24
3309	Residential	0.179806%	0.185156%		701.51	8,418.12
3401	Residential	0.379928%	0.391234%		1,482.28	17,787.36

UNIT NO.	UNIT CLASS	COMMON INTEREST	RESIDENTIAL CLASS COMMON INTEREST	COMMERCIAL CLASS COMMON INTEREST	MONTHLY FEE	ANNUAL FEE
3402	Residential	0.532306%	0.548146%		2,076.78	24,921.36
3403	Residential	0.273941%	0.282093%		1,068.78	12,825.36
3404	Residential	0.395843%	0.407622%		1,544.37	18,532.44
3405	Residential	0.245836%	0.253151%		959.12	11,509.44
3406	Residential	0.408033%	0.420175%		1,591.93	19,103.16
3407	Residential	0.408711%	0.420873%		1,594.58	19,134.96
3408	Residential	0.209604%	0.215841%		817.77	9,813.24
3409	Residential	0.185223%	0.190735%		722.65	8,671.80
3501	Residential	0.379928%	0.391234%		1,482.28	17,787.36
3502	Residential	0.532306%	0.548146%		2,076.78	24,921.36
3503	Residential	0.273941%	0.282093%		1,068.78	12,825.36
3504	Residential	0.395843%	0.407622%		1,544.37	18,532.44
3505	Residential	0.245836%	0.253151%		959.12	11,509.44
3506	Residential	0.408033%	0.420175%		1,591.93	19,103.16
3507	Residential	0.408711%	0.420873%		1,594.58	19,134.96
3508	Residential	0.209604%	0.215841%		817.77	9,813.24
3509	Residential	0.185223%	0.190735%		722.65	8,671.80
3601	Residential	0.379928%	0.391234%		1,482.28	17,787.36
3602	Residential	0.532306%	0.548146%		2,076.78	24,921.36
3603	Residential	0.273941%	0.282093%		1,068.78	12,825.36
3604	Residential	0.395843%	0.407622%		1,544.37	18,532.44
3605	Residential	0.245836%	0.253151%		959.12	11,509.44
3606	Residential	0.408033%	0.420175%		1,591.93	19,103.16
3607	Residential	0.408711%	0.420873%		1,594.58	19,134.96
3608	Residential	0.209604%	0.215841%		817.77	9,813.24
3609	Residential	0.185223%	0.190735%		722.65	8,671.80
3701	Residential	0.379928%	0.391234%		1,482.28	17,787.36
3702	Residential	0.532306%	0.548146%		2,076.78	24,921.36
3703	Residential	0.273941%	0.282093%		1,068.78	12,825.36
3704	Residential	0.395843%	0.407622%		1,544.37	18,532.44
3705	Residential	0.245836%	0.253151%		959.12	11,509.44
3706	Residential	0.408033%	0.420175%		1,591.93	19,103.16
3707	Residential	0.408711%	0.420873%		1,594.58	19,134.96
3708	Residential	0.208588%	0.214795%		813.80	9,765.60

UNIT NO.	UNIT CLASS	COMMON INTEREST	RESIDENTIAL CLASS COMMON INTEREST	COMMERCIAL CLASS COMMON INTEREST	MONTHLY FEE	ANNUAL FEE
3709	Residential	0.185562%	0.191084%		723.97	8,687.64
3801	Residential	0.890901%	0.917412%		3,475.84	41,710.08
3802	Residential	0.744619%	0.766777%		2,905.12	34,861.44
3803	Residential	0.512666%	0.527922%		2,000.16	24,001.92
3804	Residential	0.547882%	0.564186%		2,137.55	25,650.60
3805	Residential	0.409049%	0.421221%		1,595.90	19,150.80
3901	Residential	0.890901%	0.917412%		3,475.84	41,710.08
3902	Residential	0.744619%	0.766777%		2,905.12	34,861.44
3903	Residential	0.512666%	0.527922%		2,000.16	24,001.92
3904	Residential	0.547882%	0.564186%		2,137.55	25,650.60
3905	Residential	0.409049%	0.421221%		1,595.90	19,150.80
Commercial Unit 1	Commercial	2.349652%		81.310054%	7,969.20	95,630.38
Commercial Unit 2	Commercial	0.540094%		18.689946%	1,831.80	21,981.62
TOTAL		100.000000%	100.000000%	100.000000%	$388,675.25	$4,664,103.00

EXHIBIT "I"

SUMMARY OF SALES CONTRACT

Capitalized terms have the same meanings ascribed to such terms in the Muse Honolulu Sales Contract ("Sales Contract").

The specimen Sales Contract, filed with the State of Hawaii Real Estate Commission, provides for, among other things, a description of the Unit to be sold, the purchase price, the closing costs, the time, manner and place of payment, 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 filed with this Developer's Public Report is subject to change as the Project evolves. Purchaser should not rely on it being the final Sales Contract for the Project and should make careful review of the Sales Contract and have such agreement reviewed by Purchaser's attorney prior to execution.**

Among other provisions, the specimen Sales Contract provides:

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, which shall include the Public Report itself and the Project's recorded Declaration, Bylaws, Condominium Map, and House Rules, and all amendments to said documents, if any, 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 in the Sales Contract.

2. Pursuant to Section 514B-86 of the Act, Purchaser has the right to cancel the Sales Contract at any time up to midnight Hawaii Standard Time 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. Seller shall have a similar right to cancel the Sales Contract during said thirty (30) day cancellation period. 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 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 six (6) years from the Sales Contract becomes binding ("Completion Deadline"). If construction of the Unit is not completed on or before the Completion Deadline, as the same may be extended by reason of Force Majeure, to the extent permitted by applicable law, Purchaser's sole remedy shall be to cancel the Sales Contract and receive a refund of all monies paid, plus any interest earned thereon, less any Cancellation Fee and other costs associated with the purchase, up to a maximum of Two Hundred Fifty and No/100 Dollars ($250.00). If Purchaser fails to cancel the Sales Contract within thirty (30) calendar days of the expiration of the Completion Deadline, Seller will thereafter have the right to cancel the Sales Contract; provided that should Seller elect to cancel the Sales Contract pursuant to Section D.7 of the Sales Contract, Purchaser shall be entitled to a prompt and full refund of all monies paid, plus any interest earned thereon.

4. Seller has entered into an Escrow Agreement, summarized in Exhibit "J" herein, with Tile Guaranty Escrow Services, Inc. ("Escrow"), covering the deposit with Escrow of all funds paid by the 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 and additional deposits. Purchaser shall then deposit the remaining balance due on the date specified in the Pre-Closing Notice 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 ten (10) calendar days after the Contract Date, Purchaser must submit to one of the financial institutions designated by Seller from time to time ("Qualification Agent") an application for a qualification letter, together with such additional information and documents as Qualification Agent shall require or deem necessary or appropriate to confirm (i) Purchaser's ability to pay the Total Purchase Price from Purchaser's own funds, or (ii) Purchaser's ability to obtain a mortgage loan in an amount at least equal to the portion of the Total Purchase Price to be paid by mortgage loan proceeds ("Qualification Letter").

7. If Purchaser shall have applied for a Qualification Letter and diligently pursued such application as provided in the Sales Contract, and Purchaser does not obtain a Qualification Letter in form and content acceptable to Seller (in Seller's sole discretion) within thirty (30) calendar days of the Contract Date, then and in such event, Seller shall have the right and option to terminate the Sales Contract at any time up to thirty (30) calendar days after the end of that period, and Escrow shall refund to Purchaser all monies previously paid by Purchaser, less any Cancellation Fee. Purchaser's obligations under the Sales Contract are not subject to or contingent on financing.

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

9. The Sales Contract provides that Purchaser will pay a non-refundable, non-transferable "start-up" fee for the Association in an amount equivalent to three (3) months' estimated maintenance fees for the Unit; plus two (2) month's estimated maintenance fees for the Unit as an advance payment for the initial two (2) month's maintenance fees payable by a Unit Owner. 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. In addition, Purchaser is responsible for all closing costs in connection with the sale, including, without limitation, the escrow fee, cost of a preliminary title report, cost of preparation of the Unit Deed, cost of establishing separate escrow account(s), real property tax prorations and other customary prorations, all acknowledgment fees, conveyance and transfer taxes of all types, title insurance, if requested by Purchaser, cost of any lender's title insurance, appraisal fees, costs for drafting of any notes and mortgages, all recording costs or fees, the cost of drafting any revisions or addenda to the Sales Contract, loan fees, credit report costs, and all other applicable mortgage costs, provided that it is understood that the sale is not subject to or conditioned upon Purchaser obtaining a loan.

10. Regardless of the status of construction of the Project and in order to accommodate a bulk closing or series of bulk closings of the Units by Seller, Seller 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. Upon receiving not less than thirty (30) calendar days written notice of Pre-Closing ("Pre-Closing Notice"), Purchaser shall take and complete any action that may be necessary to enable Closing, and Purchaser shall execute at Pre-Closing all documents required for Closing. The Pre-Closing Notice may establish a schedule with differing dates for certain requirements for the Pre-Closing to be met by Purchaser.

11. Purchaser or Purchaser's agent shall inspect the Unit on a date and at a time specified by Seller. Upon completion of such inspection, Purchaser or Purchaser's agent and Seller will complete a checklist specifying any work required to complete 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 specifically approves, the following changes to the Project Documents and the Project after the Effective Date:

A. Any such changes as may be required by law, any title insurance company, lender, or governmental agency; provided, however, that such changes shall not constitute a Material Change (unless a Permissible Material Change) or increase the Total Purchase Price.

B. Any non-Material Change that the Seller and/or the Project Architect, in their sole and absolute discretion, deem appropriate, to the Common Elements, including, without limitation, the roadways, parking areas, and landscaping, or any change for reasons related to financial feasibility, efficiency, or aesthetics; furthermore, the Project Architect may increase or decrease the thickness of any foundation, wall, column, or floor slab, increase or decrease ceiling height, 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 configuration or dimensions of Purchaser's Unit or any appurtenant Limited Common Element thus affected becoming different, smaller or larger, or result in a building height or elevation different from that shown on the Condominium Map or stated in the Declaration or the Public Report; provided that the variance in the net living area of the Unit shall not exceed two percent (2%) of the net living area represented in the Project Documents. Further, the Project Architect may make changes necessary to correct any design errors or shortcomings.

C. Any Material Change made while Purchaser is under a binding Sales Contract that is not a Permissible Material Change; 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 Permissible Material Change 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 an interest 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 therefor until the filing of the Unit Deed.

14. The Sales Contract provides that it may not be assigned by Purchaser without the written consent of Seller. See Sales Contract for definition of what constitutes an "assignment." Any assignment of the Sales Contract by Purchaser without the consent of Seller is void and of no legal effect. Notwithstanding the foregoing, Purchaser may assign its 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 its 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, as defined in the Sales Contract, and shall provide to Seller copies of such documents as Seller, in its sole and absolute discretion, deems necessary to complete Closing.

15. SELLER MAY IN THE FUTURE FILE A PUBLIC REPORT AMENDMENT FOR AUTHORIZATION TO USE PURCHASER'S DEPOSITS IN ESCROW FOR THE CONSTRUCTION OF THE PROJECT AND FOR OTHER EXPENSES OF THE PROJECT, AS SET FORTH IN THE ESCROW AGREEMENT AND IN ACCORDANCE WITH HAWAII STATUTORY REQUIREMENTS PERTAINING TO THE USE OF PURCHASERS' FUNDS PRIOR TO CLOSING.

16. Seller is developing the Project but is not the general contractor or an affiliate of the general contractor who is building the Project. TO THE EXTENT PERMITTED BY LAW, SELLER 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, WORKMANLIKE CONSTRUCTION, OR FITNESS FOR A PARTICULAR PURPOSE.

17. HAWAII REVISED STATUTES, CHAPTER 672E, AS AMENDED ("CHAPTER 672E" OR "THE CONTRACTOR REPAIR ACT"), 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. Section E.36 of the Sales Contract includes the following provision:

DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES.

NOTICE TO PURCHASER:

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

PURPOSE AND EXCLUSIVITY. THE PURPOSE OF THESE DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES (THE "**PROCEDURES**") IS TO PROVIDE 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 BY, 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 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.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.iii AND E.36.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.iii** AND **E.36.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.iii** AND **E.36.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 THE PARTIES' 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

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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, WHILE THIS SUMMARY IS A GENERAL SUMMARY OF SOME OF 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 "J"

SUMMARY OF ESCROW AGREEMENT

Capitalized terms have the same meanings ascribed to such terms in the Muse Honolulu Escrow Agreement dated September 30, 2024, between Developer and Title Guaranty Escrow Services, Inc. ("**Agreement**"), as may be amended, 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, Seller shall deliver an executed copy of such sales contract and any amendments 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 number of the Unit to be conveyed, (c) require that all payments to be made thereunder be made to Escrow, and (d) be accompanied by the initial deposit required thereunder.

B. Escrow shall receive, deposit, and hold in escrow and disburse as herein set forth: (1) all payments received by Escrow under sales contracts executed by Seller; (2) all sums received by Escrow hereunder from Seller; (3) all funds from any lending institution pursuant to a mortgage loan for the purchase of any Unit by individual purchasers; and (4) all sums received by Escrow from any other source on account of 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 the 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 $100.00 for such separate account.

D. If purchasers' 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 6(a), 6(b) 6(c), and 6(d) of the Agreement; (3) the purchasers' sales contracts under which purchasers' deposits are 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 7(a) 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 the sale 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.

4. Provided by Law. All other costs set forth in HRS § 514B-92.

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 one of the following has occurred: (i) all mechanics' and materialmen's liens have been cleared, (ii) sufficient funds have been set aside to cover claims if liens have been filed, or (iii) 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, has expired; provided 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 under the Agreement 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 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 ("**Cancellation Fee**"). 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. 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.

6. If a purchaser has not obtained adequate financing, or a commitment for adequate financing (i.e. loan prequalification), by the date specified in the sales contract, the sales contract may be canceled by either

Seller or the purchaser in accordance with the sales contract. Upon a written request from either Seller or purchaser, Escrow shall return purchaser's funds, without interest, and less the Cancellation Fee.

G. Escrow shall give each purchaser entitled to a return of funds notice thereof by registered, certified, or regular mail, postage prepaid, addressed to such purchaser at the purchaser's address shown on the sales contract or any address later made known in writing to Escrow by such purchaser. If such purchaser shall not have claimed such refund, Escrow shall escheat such unclaimed funds pursuant to HRS §523A-3. Escrow shall thereupon be released from further liability under the Agreement 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 the 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 Cancellation Fee. Escrow shall thereupon be released from any further duties or liability under the Agreement with respect to such funds and such purchaser.

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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 Element 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 any walkway, roadway, grounds, or other common area any furniture, packages, or objects of any kind, or otherwise obstruct transit through the 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, and the Recreational Amenities; 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 lanai or 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 building and/or residential elevators. Occupants shall not allow strangers to enter the building and/or 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 while in the Project.

11. Notwithstanding any provision to the contrary contained in the House Rules, animals specially trained to assist disabled individuals (hereinafter referred to as "service animals") or animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or provide emotional support that alleviates one or more identified effects of a person's disability (hereinafter referred to as "assistance animals") shall be permitted at the Project subject to the following restrictions:

(A) Such service animals and assistance animals shall not be kept, bred, or used at the Project for any commercial purpose; and

(B) Such service animals and assistance animals shall be permitted on the Common Elements, provided the animal is on a leash or otherwise under the control of its handler by voice controls, signals, or other effective means.

12. 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, such as guinea pigs, rabbits, fish, or birds ("pets") may be kept by Occupants in their respective Units subject to the conditions and restrictions contained in the House Rules, but shall not be kept, bred, or used therein for any commercial purpose. Service animals and assistance animals are not "pets."

(A) Except for fish, no more than two (2) pets shall be allowed per Unit.

(B) No pet may exceed sixty (60) pounds in weight, or such other reasonable weight limitation as determined by the Board. Infant or juvenile pets of a type or breed that, when fully grown, is likely to exceed said weight limitation are not allowed.

(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, service animal, and/or assistance animal shall register each pet, service animal and/or assistance animal with the Managing Agent, who shall maintain a register of all pets, service animals, and assistance animals kept in the Project. Where possible, (i.e., for dogs, cats, and other similar animals), pets, service animals, and assistance animals shall wear an identification tag containing the name and contact information of the Occupant.

(E) No pet is permitted on the Recreational Amenities except in areas specifically designated for such pet.

13. Any pet, service animal, or assistance 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, service animal, or assistance animal 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 assistance 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 and/or Guests. A tenant of an Owner must obtain the written consent of the Owner to keep a pet or pets in the Unit. Notwithstanding such consent, a tenant may keep only those types of pets which may be kept pursuant to the House Rules. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets, service animals, and assistance animals as the circumstances may require or the Board may deem advisable.

14. Each owner of a pet, service animal, or assistance animal and the Owner of the Unit in which such pet, service animal, or assistance animal 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, service animal, or assistance animal in the Unit and the Project.

15. Except when in transit or when using the dog park, pets shall not be allowed in any common area. Any pet, service animal, or assistance animal in transit through the common areas must be carried whenever practicable or on a leash that keeps the pet, service animal, or assistance animal within three feet (3') of its handler's feet. Pets, service animals, and assistance animals shall not be allowed to come into contact with persons other than the handlers thereof, or other animals, except as permitted by such persons or the owners of the other animal(s). Pets, service animals, and assistance animals shall be under the supervision and control of their handlers at all times. For purposes of this section, a pet, service animal, or assistance animal on an unattended leash does not constitute being under the supervision and control of its handler. If physical control of a service animal or assistance animal is impracticable or would interfere with the assistance that

the animal provides, the service animal or assistance animal must be under the control of its handler by voice control, signals, or other effective means.

16. Any damage to the Project caused by a pet, service animal, or assistance animal shall be the full responsibility of the owner of such pet, service animal, or assistance animal and the Owner of the Unit in which the pet, service animal, or assistance animal 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 assistance animals, shall be assessed a special annual fee of $50.00 per dog to defray the additional costs resulting from the presence of such docs in the Project and 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 Elements except as permitted by, and in accordance with, the provisions of the Declaration and Bylaws.

19. Except as otherwise provided in the Declaration, the 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 lanai or 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 as set forth in the Declaration. Minimum IIC and STC acoustic standards for the transference of sound through the slab to the Unit below and through the walls to adjacent Units, as required by the Declaration, need to be met and documented.

21. Damage to the buildings or Common Elements caused by any Occupant or Guest shall be the responsibility of the Owner who, or whose Occupant or Guest, caused said damage and such damage shall be repaired at the expense of the responsible Owner.

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, the 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 the 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) calendar days after the date of delivery or mailing to the appellant, whichever is first in time, of written notice of such fine and/or citation, a written notice of appellant's appeal and the reason(s) therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. However, the Board may waive or rescind all or part of such fine for good cause at the time of the hearing of such appeal.

(B) Time for Hearing Appeal. All appeals shall be heard by the Board either by email, conference call, or at a physical meeting of the Board within ninety (90) calendar days after the notice of appeal has been delivered to the Managing Agent.

(C) Procedure. A statement of the facts on which the fine or citation was based shall be furnished to the appellant at least (10) business days before the hearing. Each appeal will be handled on a case-by-case basis. If a physical meeting is required or requested by the appellant, the appellant and witnesses on the appellant's behalf, if any, may present appellant's defense and supporting evidence. The Board may ask other persons to attend and present testimony, and the Board may consider all relevant testimony, evidence, and information related to the violation.

(D) Disposition of Appeal. The directors of the Board may not act unless a quorum is present. The Board shall vote as to whether the fine, the amount thereof, and/or citation shall be affirmed. If a majority of the directors of the Board present vote in the affirmative, the fine and/or citation shall be upheld and continue in full force and effect. If less than a majority of those directors of the Board present vote in the affirmative, then the fine and/or citation shall thereby be rescinded.

25. Except to the extent expressly proscribed or limited by the Declaration, the Bylaws, or the House Rules, the Board, through a majority vote, reserves the right to make such other rules or to amend the House Rules from time to time by action of the Board as it deems appropriate to promote the safety, care, and cleanliness of the Project and to ensure the comfort and convenience of all Occupants and Guests, so long as such rules are not inconsistent with any applicable laws, ordinances, codes, rules, or regulations applicable to the Project and/or its management or operation. During the Developer Control Period, the Developer may amend the House Rules in any manner without the joinder, consent, or approval of any other party.

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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 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") contains among others, the following provisions (which may be modified or otherwise limited by provisions that are not summarized hereinbelow):

A. The premises conveyed comprises a Residential Unit and its undivided Common Interest in the Muse Honolulu 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 terms, covenants, conditions, agreements, obligations, and restrictions 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 acknowledges and consents to the exercise by Grantor of the rights reserved to Grantor as Developer in the Declaration, Bylaws, and House Rules, including any rights to assign such reserved rights. Grantee further consents to the filing at the Office of any and all documents necessary to effect Grantor's exercise of said reserved rights, including, without limitation, any amendment or amendments to the Declaration, the Bylaws, the Condominium Map and the House Rules, as appropriate; agrees to execute, deliver and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Grantor and its assigns as Grantee's attorney-in-fact with full power of substitution to execute, deliver, and record such documents and instruments and to do such things on Grantee's behalf to effect such reserved rights, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties, and which means that the grant of such power will be binding upon any person or entity to which Grantee transfers the Property, and shall be deemed to be automatically granted anew by any such person or entity upon such transfer of any interest therein, whether by deed, mortgage, or any other instrument of conveyance. Grantee further acknowledges, consents, and agrees that, notwithstanding anything stated herein to the contrary, pursuant to the Declaration, the rights reserved to Grantor in the Declaration shall be fully and freely assignable by Grantor, in whole or in part. Without limitation to the generality of the rights reserved unto Grantor as set forth in the Declaration, and as permitted by law, Grantor will have the right to execute, deliver, and record any amendment to the Condominium Documents, any easement instrument, and deed, any amendment to this Unit Deed, any assignment of rights or interest, or such other document, instrument, or agreement that may be necessary or appropriate to permit Grantor to exercise its reserved rights pursuant to the Declaration.

E. Grantee acknowledges and accepts that Assessments (as defined in the Declaration) for the common expenses of the Project and other amounts charged to Grantee and/or the Property shall be assessed against the Property by the Association of Unit Owners of Muse Honolulu ("Association"), and all sums assessed but unpaid shall constitute a lien on the Property prior to all other liens, except only: (1) liens for taxes and assessments lawfully imposed by a governmental authority against the Property and (2) all sums unpaid on mortgages filed prior to the filing of a notice of lien by the Association, and costs and expenses, including attorneys' fees, provided for in such mortgages. In addition, Grantee further acknowledges and accepts that the lien may be foreclosed by action or by nonjudicial power of sale foreclosure procedures set forth in Chapter 667 of the Hawaii Revised Statutes by the Managing Agent of the Project or the Board of Directors, on behalf of the Association.

* * * * *

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.

Section II

Declaration of Condominium Property Regime of Muse Honolulu “Declaration”

OFFICE OF THE
ASSISTANT REGISTRAR, LAND COURT
STATE OF HAWAII
(Bureau of Conveyances)

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Total Pages: 101

DECLARATION OF CONDOMINIUM PROPERTY REGIME OF

MUSE HONOLULU

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DECLARATION OF CONDOMINIUM PROPERTY REGIME OF

MUSE HONOLULU

THIS DECLARATION is made this 6th day of January, 2025 by **1538 KAPIOLANI LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 1388 Kapiolani Boulevard, Comm 1, Honolulu, Hawaii 96814 ("**Developer**").

WHEREAS, Developer owns in fee simple the real property identified as TMK No. (1) 2-3-021: 006, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Land**"); and

WHEREAS, there will exist on the Land certain Improvements to be constructed by Developer which Land and Improvements are depicted on Condominium Map No. 2614 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, which Condominium Map is incorporated herein by this reference; and

NOW, THEREFORE, in order to create a condominium project consisting of the Land and the Improvements, to be known as "Muse Honolulu" (the "**Project**"), Developer, by this Declaration of Condominium Property Regime of Muse Honolulu, referred to hereinafter as the "**Declaration**," does hereby submit the Land and the Improvements and all of its interest therein to a condominium property regime established pursuant to Chapter 514B of the Hawaii Revised Statutes, as amended (the "**Act**"). Developer hereby declares that the Project is held and shall be held, conveyed, Mortgaged, encumbered, leased, rented, used, occupied, and improved in accordance with applicable law and this Declaration and the Bylaws of the Association of Unit Owners of Muse Honolulu (the "**Bylaws**"), filed concurrently herewith at said Office, as the provisions of this Declaration and the Bylaws may be amended, from time to time. The provisions of this Declaration and the Bylaws shall constitute covenants running with the land and equitable servitudes and liens thereon and shall be binding upon and inure to the benefit of Developer, the Association, their successors and permitted assigns, and all subsequent owners and lessees of all or any part of the Project and their respective successors, successors in trust, heirs, devisees, personal representatives, executors, administrators, and assigns.

I. USE OF DEFINED TERMS; DEFINED TERMS.

A. **USE OF DEFINED TERMS**. For purposes of construing and interpreting this Declaration and the Bylaws, all terms, when written with initial capital letters in this Declaration or in the Bylaws, shall have the meanings given to such terms in this Declaration and/or the Bylaws. Such defined terms may be used in the singular or plural or in varying tenses or forms, but such variations shall not affect the meanings of the terms so long as those terms are written in initial capital letters. When such terms are used in this Declaration or the Bylaws without initial capital letters, such terms shall have the meanings they have in common usage; provided, however, that where legal, technical, or trade terms are used and the context in which such terms are used indicates that such terms are to be given their legal, technical, or trade usage meanings, such terms shall be given such legal, technical, or trade usage meanings.

B. **DEFINED TERMS**. When used in this Declaration and the Bylaws, the terms listed below shall have the following meanings:

1. "**Act**" means the "Condominium Property Act" codified as Chapter 514B of the Hawaii Revised Statutes, as amended.

2. "**ADA**" means the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., as amended, including any and all rules and regulations promulgated thereunder.

3. "**Agreement of Sale**" means an agreement of sale for the sale of a Unit filed in said Office.

4. "**Aircraft Effects**" means frequent, loud noise from aircraft operations, sightings of aircraft flying at very low altitudes, fumes, smoke, vibrations, odors, and/or other inconveniences or nuisances associated with the Project's proximity to the Honolulu International Airport.

5. "**Alleged Defect**" means a claim, contention, or allegation by a Claimant that any portion of the Project, including, but not limited to, any Unit and/or Improvement, is defective, or that Developer or its agents, consultants, contractors, or subcontractors were negligent in the planning, design, engineering, grading, construction, or other development thereof, as further discussed in **Article XLV** of this Declaration.

6. "**Alternative Allocation**" means an allocation of the Special Costs between the Commercial Unit Class and the Residential Unit Class based on a fair and equitable apportionment in accordance with Section 514B-41 of the Act.

7. "**Articles of Incorporation**" means the articles of incorporation of the Association, if any, and shall include any lawful amendments thereto.

8. "**Assessment**" means the amount paid or to be paid to the Association monthly in advance by each Owner based on the budget for Common Expenses, or at any other time pursuant to the provisions of the Condominium Documents. Assessments also include special assessments, regular assessments, and all other amounts that are assessed by and owed to the Association.

9. "**Association**" means the Association of Unit Owners of Muse Honolulu.

10. "**Board**" means the Board of Directors of the Association.

11. "**Building Structure**" means the structural framework of the Parking Podium and the Tower including, without limitation, foundations, floor slabs, columns, girders, beams, supports, and the loadbearing perimeter, partition, and party walls, not otherwise defined as part of a Unit.

12. "**Bylaws**" means the Bylaws of the Association, together with any lawful amendments thereto.

13. "**Capital Improvements Reserve Fund**" means that fund established by the Board pursuant to Article VI, Section 2 of the Bylaws to provide for specific capital improvements to the Project.

14. "**Capital Upgrades**" means the improvement or restoration of a physical asset that will enhance the value and/or increase the useful life thereof.

15. "**Certificate of Occupancy**" means the temporary certificate of occupancy (or the permanent certificate of occupancy where no temporary certificate of occupancy covering the Unit in question is issued) issued by the County Department of Planning and Permitting building official after inspection and prior to occupancy of a building or structure.

16. "**Claimant**" means the Association, Board, or any Owner or Owners claiming, contending, or alleging an Alleged Defect, as further discussed in **Section XLV.A** of this Declaration.

17. "**Class Common Expense**" means those costs, expenses, and charges payable by a Unit based upon the Class Common Interest allocated to the Unit or Units within the Unit Class, if any, as more particularly described in this Declaration.

18. "**Class Common Interest**" means the Residential Unit Class Common Interest and Commercial Unit Class Common Interest.

19. "**Commercial Director**" means the Director elected by the Commercial Unit Class pursuant to Article III, Section 3 of the Bylaws. The Commercial Director shall be the individual appointed by Developer until Developer no longer owns any Commercial Units in the Project.

20. "**Commercial Director Consent Rights**" means the consent and approval rights of the Commercial Director set forth herein and in the Bylaws. Any consent and approval rights of the Commercial Director granted in this Declaration and the Bylaws shall automatically terminate when (a) Developer no longer owns any Commercial Units in the Project or (b) the Commercial Director terminates all such consent and approval rights in writing, whichever is first to occur. The termination of such rights shall not affect the rights of the

Commercial Unit Class to appoint a Commercial Director to represent other Commercial Unit Class rights and interests as the Commercial Director, as set forth in this Declaration and the Bylaws.

21. "**Commercial Limited Common Elements**" means those Limited Common Elements that are reserved for the exclusive use of the Commercial Unit Class.

22. "**Commercial Unit**" means any Unit identified as a Commercial Unit in **Exhibit "B"** of this Declaration and depicted on the Condominium Map.

23. "**Commercial Unit Class**" means and includes all of the Commercial Units and their respective Owners.

24. "**Commercial Unit Class Common Interest**" means the percentage share assigned to a Commercial Unit within the Commercial Unit Class discussed in **Section III.B** and set forth in **Exhibit "B"** of this Declaration.

25. "**Commercial Unit Class Expense**" means those Common Expenses that, pursuant to this Declaration or the Bylaws, are assessed against the Commercial Units and are payable by each Owner of a Commercial Unit based on the Class Common Interest assigned to such Owner's Commercial Unit.

26. "**Commercial Unit Limited Common Elements**" means those parts of the Limited Common Elements that are reserved for the exclusive use of one (1) or more, but less than all, of the Commercial Unit Owners.

27. "**Commercial Unit Owner**" means the Owner of a Commercial Unit; provided, however that any Person that holds such interest solely as security for the performance of an obligation shall not be a Commercial Unit Owner solely by reason of such interest.

28. "**Commission**" means the Real Estate Commission of the State of Hawaii.

29. "**Common Elements**" means those parts of the Project that are defined in this Declaration as Common Elements, being all areas not designated as a "Unit."

30. "**Common Expenses**" means and includes all charges, costs, and expenses whatsoever incurred by the Association for and in connection with the administration, management, and operation of the Project, including but not limited to: (a) all charges for taxes (except real property taxes and other such taxes that are or may hereafter be assessed separately on each Unit and the Common Interest in the Common Elements appertaining thereto, or the personal property or any other interest of the Owner); (b) the cost of insurance, including property and other casualty and liability insurance maintained by the Association; (c) any liability whatsoever for loss or damage arising out of or in connection with the Project or any fire, accident, or nuisance thereon; (d) a sum for reserve purposes; (e) wages, accounting, and legal fees; (f) management fees and start-up fees; (g) other necessary expenses of the Project; (h) the cost of all utility services, including water, electricity, gas, garbage disposal, telephone, telecommunications, and any other similar services (unless separately metered, assessed, or otherwise separately attributable to each Unit or a group of Units); and (i) the Commercial Unit Class Expenses and the Residential Unit Class Expenses. The Common Expenses may also include such amounts as the Board may deem proper to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required, by special assessment, for the purchase or lease of any Unit by the Association, as permitted under the Act or the Bylaws.

31. "**Common Interest**" means the undivided percentage interest in all Common Elements of the Project discussed in **Section III.A** and set forth in **Exhibit "B"** of this Declaration, which percentage interest is appurtenant to a Unit. The Common Interest appurtenant to a Unit may not be altered or transferred, except as expressly set forth in this Declaration.

32. "**Community Systems**" means photovoltaic systems and central telecommunication receiving and distribution systems and services (e.g., cable television, high speed data/internet/intranet services, cellular telephone, satellite television, and security monitoring) and related components, including associated

infrastructure, equipment, hardware, and software, and shall be construed broadly to encompass all present and future forms of photovoltaic and communication technology.

33. "**Condominium Documents**" means this Declaration, the Condominium Map, the Bylaws, the House Rules, and the Articles of Incorporation, if any, as the same may be amended.

34. "**Condominium Management Agreement**" means that certain instrument entered into or to be entered into between the Association and the Managing Agent for management and administration of the Association, Common Elements, Limited Common Elements, Commercial Units, Residential Units, and the property of the Association, if any.

35. "**Condominium Map**" means the condominium map for the Project that is prepared in accordance with Section 514B-33 of the Act and filed in the Office concurrently herewith, as the same may be duly amended from time to time. The Condominium Map does not constitute a representation or warranty by Developer.

36. "**Consolidated Lot**" means the parcel of land created upon the consolidation of the Land with another (or other) parcel(s) of land.

37. "**County**" means the City and County of Honolulu, State of Hawaii.

38. "**D&O Policy**" means the policy insuring, to the extent allowed by law, each person who is or was a Director, Officer, agent, or employee of the Association against all liability in connection with any claim made against such person as a result of such person holding that position, including, without limitation, any claim that would be covered under employment practices liability insurance, which the Board is required to buy and maintain, as further discussed in **Section XII.E** of this Declaration.

39. "**Declaration**" means this Declaration of Condominium Property Regime of Muse Honolulu, together with any lawful amendments hereto.

40. "**Developer**" means 1538 Kapiolani LLC, a Hawaii limited liability company, and any of its successors or permitted assigns.

41. "**Developer Control Period**" means the period in which Developer shall have the right to appoint and remove Officers and Directors, as further discussed in **Article XLVI**.

42. "**Developer's Reserved Rights**" means those rights of Developer enumerated in **Articles XIX** through **XXXVIII**, which can be unilaterally exercised by Developer without the consent or joinder of any other party.

43. "**Development Period**" means the period starting on the date this Declaration is filed in said Office and ending upon the earlier of (a) December 31, 2045, (b) the date Developer no longer owns any interest in the Project, or (c) the date Developer files a document in said Office relinquishing all of Developer's Reserved Rights.

44. "**Director**" means a member of the Board and includes both Residential Directors and Commercial Directors.

45. "**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, the Bylaws, or the House Rules, as further discussed on **Section XLII.A** of this Declaration.

46. "**Dispute Notice**" means the written notice provided by one (1) Party to a Dispute to another Party, as discussed in **Section XLII.B** of this Declaration.

47. "**DPR**" means Dispute Prevention and Resolution, Inc., any successor thereto, or any other entity offering mediation and/or arbitration services that is acceptable to the Parties to a Dispute.

48. "**Eligible Mortgage Holder**" means a first mortgagee of a Unit that is to receive timely written notice of proposed amendments to the Condominium Documents, as provided in the Bylaws.

49. "**Facade Sign**" is defined in **Section X.J** of this Declaration.

50. "**FHA**" means the Fair Housing Act, 42 U.S.C. §§ 3601, *et seq.*, as amended by the Fair Housing Amendments Act of 1988, and the rules and regulations adopted thereunder, as the same may be amended from time to time.

51. "**House Rules**" means the administrative rules and regulations promulgated by the Board that govern the operation and use of the Project, as the same may be amended or supplemented from time to time.

52. "**Improvements**" means improvements that exist or will exist on the Land, and shall also include those improvements made by Owners (including Developer) and/or the Association from time to time.

53. "**Insurance Trustee**" means the bank or trust company, authorized to do business in the State of Hawaii, selected by the Board to have custody and control of insurance proceeds, as further discussed in **Section XIII.H** of this Declaration.

54. "**Interested Person**" means any Person that has any interest in the Project or that has the right to use the Project or any part of it, including each Owner, each Lender, and any Person that has the legal right or permission to use the Project or any part of it.

55. "**Land**" means the real property described in **Exhibit "A"** attached hereto.

56. "**Lender**" means the mortgagee under a filed Mortgage on a Unit. It also includes the beneficiary of a deed of trust encumbering a Unit.

57. "**Liability Policy**" means the commercial general liability insurance and commercial umbrella insurance the Board is required to buy and maintain, as further discussed in **Section XII.D** of this Declaration.

58. "**Limited Common Element Expense**" means all costs, charges, and expenses incurred by the Association directly attributable to one or more designated Units for any Limited Common Elements appurtenant thereto.

59. "**Limited Common Elements**" means those Common Elements that are designated in this Declaration as reserved for the exclusive use of one (1) or more Units to the exclusion of other Units.

60. "**Majority**" means the Owners to which are appurtenant more than fifty percent (50%) of the Common Interest or Class Common Interest with respect to each Unit Class, or when referring to Directors, more than fifty percent (50%) of the Directors entitled to vote on, take action, or otherwise decide the matter in question.

61. "**Managing Agent**" means an entity or individual employed or retained by the Association from time to time pursuant to the Condominium Management Agreement.

62. "**Mortgage**" when used as a noun, means a filed mortgage, deed of trust, mortgage deed or similar instrument encumbering a Unit given as collateral for a loan. When used as a verb, it means making a Unit subject to a mortgage or deed of trust.

63. "**Muse Honolulu**" shall be the name of the Project established by the submission of the Land and Improvements to a condominium property regime under the terms and conditions set forth in this Declaration.

64. "**Notice of Alleged Defect**" means a Claimant's notice to Developer of the specific nature of an Alleged Defect as further discussed in **Section XLV.B** of this Declaration.

65. "**Occupancy Restrictions**" means those limitations on the use and occupancy of the Residential Units, as more particularly described in **Section VI.C.2** of this Declaration.

66. "**Occupant**" means any person other than an Owner occupying a Unit, including, but not limited to, a family member, invitee, guest, tenant, employee, agent, contractor, or customer.

67. "**Office**" means the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

68. "**Officer**" means an officer of the Association.

69. "**Owner**" means a Person owning severally or as a co-tenant (co-owner), a Unit and the Common Interest appurtenant thereto, to the extent of the interest so owned; provided that to such extent and for such purposes, including the exercise of voting rights, as shall be provided by the terms of any applicable lease documents, a lessor, lessee, or sublessee of a Unit or interest therein shall be deemed the Owner of such Unit to the extent permitted in such lease. The vendee of a Unit pursuant to an Agreement of Sale shall have the rights of an Owner, including the right to vote; provided that the vendor may retain the right to vote on matters substantially affecting the vendor's security interest in the Unit as provided in Section 514B-124 of the Act. Where the Owner is a guardian, trustee, corporation, partnership, limited liability company, or other entity, the method for designating the natural person who shall act as and for the Owner is as set forth in the Bylaws and, as to land trusts, in **Article XVII** of this Declaration. For so long as Developer owns unsold Units in the Project (or to the extent that Developer shall reacquire any Units in the Project), Developer shall have the rights of an Owner, including the right to vote, and shall assume the duties of an Owner as said rights and duties relate to said unsold Units (or reacquired Units), subject, however, to the provisions of the Act.

70. "**Parking Podium**" means levels 1 through level 7 of the Tower, which includes, without limitation, the parking stalls and Recreational Amenities thereon that serve the Project but specifically excludes any and all Units on said levels.

71. "**Party**" means, for purposes of **Article XLII** of this Declaration, Owners, the Association, the Board, the Managing Agent, Developer, and their respective Representatives.

72. "**Permit**" means the Interim Planned Development-Transit and Special District Permit to be issued for the Project.

73. "**Person**" means any natural person or any corporation, partnership, limited liability partnership, joint venture, trust, limited liability company, or other legal entity.

74. "**Policy**" means the policy of property insurance the Association is required to buy and maintain, as further discussed in **Section XII.B** of this Declaration.

75. "**Prohibited Litigation**" means litigation instituted by a Party prior to observing the procedures set forth in **Sections XLII.B** and **XLII.C** of this Declaration.

76. "**Project**" means the condominium project established pursuant to this Declaration, including the Land and Improvements, and shall include any lands and/or improvements annexed to the condominium property regime by Developer, and shall exclude any lands and/or improvements withdrawn by Developer in accordance with this Declaration.

77. "**Project Lender**" means the lender(s) providing Developer with financing for the construction of the Project and includes all successors and assigns of such lender(s).

78. "**Project Quality Standard**" means the standard required to maintain and operate the Project in a condition and at a quality level no less than that which existed at the time that the Project was initially completed (ordinary wear and tear excepted). The Project Quality Standard may evolve as development of the Project progresses and industry standards for similar projects in the community evolve. All of the elements of the Project Quality Standard need not be set out in writing since such evaluation may require the exercise of subjective judgment that cannot be reduced to written criteria.

79. "**Property**" means the Land, together with the Improvements.

80. "**Rail Effects**" means noise, dust, vibration, traffic congestion, and/or other inconveniences or nuisances caused by or associated with the development, construction, and operation of the future rail route by the County.

81. "**Recreational Amenities**" means those recreational amenities located on levels 7 and 8 and the rooftop of the Tower available for the use and enjoyment of the Residential Unit Owners.

82. "**Representative**" means a Person's shareholders, directors, officers, members (in the case of a limited liability company), managers, trustees, agents, employees, and independent contractors.

83. "**Resident Manager**" means the manager that may reside at the Project appointed and employed and/or contracted by the Managing Agent or the Board, if any.

84. "**Resident Manager Unit**" means that certain Residential Unit designated for use by the Resident Manager, if any; provided that nothing in this Declaration shall obligate Developer to provide or maintain a Resident Manager Unit, and provided, further, that should Developer elect to provide a Resident Manager Unit, nothing in this Declaration shall prevent Developer from transferring such Unit in the future.

85. "**Residential Director**" means each Director elected by the Residential Unit Class pursuant to Article III, Section 3 of the Bylaws.

86. "**Residential Limited Common Elements**" means those parts of the Limited Common Elements that are reserved for the exclusive use of the Residential Unit Class.

87. "**Residential Unit**" means any Unit identified as a Residential Unit in **Exhibit "B"** of this Declaration and depicted on the Condominium Map.

88. "**Residential Unit Class**" means and includes all of the Residential Units and their respective Owners.

89. "**Residential Unit Class Common Interest**" means the percentage share assigned to a Residential Unit within the Residential Unit Class, as set forth in **Section III.B** and **Exhibit "B"** of this Declaration.

90. "**Residential Unit Class Expense**" means those Common Expenses that, pursuant to this Declaration or the Bylaws, are assessed against the Residential Units and are payable by each Owner of a Residential Unit based on the Class Common Interest assigned to such Owner's Residential Unit.

91. "**Residential Unit Limited Common Elements**" means those parts of the Limited Common Elements that are reserved for the exclusive use of one (1) or more, but less than all, of the Residential Unit Owners.

92. "**Residential Unit Owner**" means the Owner of a Residential Unit; provided however, that any Person that holds such interest solely as security for the performance of an obligation shall not be a Residential Unit Owner solely by reason of such interest.

93. "**Residential Units**" means any of the Units identified as a Residential Unit in **Exhibit "B"** of this Declaration and depicted on the Condominium Map.

94. "**Special Costs**" means certain costs that are to be apportioned pursuant to an Alternative Allocation between the Commercial Unit Class and the Residential Unit Class based on a fair and equitable apportionment in accordance with Section 514B-41 of the Act, if any.

95. "**Subdivided Lots**" mean those separate parcels of land created upon the subdivision of the Land.

96. "**Subdivided Units**" mean those new Units created upon the subdivision of a Unit.

97. **"Telecommunications Equipment"** means antennas, conduits, chases, cables, wires and other television, cable, internet, or phone signal distribution and telecommunications equipment, and shall be construed broadly in order to encompass all present and future forms of communications technology.

98. **"Tower"** means the thirty-nine (39) story building depicted on the Condominium Map. Floors are designated consecutively as levels one (1) to and including thirty-nine (39).

99. **"Unit"** means a part of the Project, as described in this Declaration and as shown on the Condominium Map, intended for a use permitted under the Act, with an exit to a public street or highway, or to a Common Element leading to a public street or highway, and includes the individual Units making up each of the Unit Classes. The Units included in the Project are listed in **Exhibit "B"** and include the Commercial Units and the Residential Units.

100. **"Unit Class"** means and refers to the Commercial Unit Class and the Residential Unit Class.

101. **"Unit Class Expense"** means those costs, expenses, and charges payable by a Unit Class based on the Unit Class Common Interest allocated to the Unit or Units within the Unit Class, as more particularly described in this Declaration.

102. **"Unit Deed"** means the legal instrument signed by Developer conveying an interest in a Unit together with an undivided interest in the Common Elements, in fee simple, to an Owner; subject, however, to the encumbrances and reservations identified therein.

II. DESCRIPTION AND DIVISION OF THE PROJECT.

A. **DESCRIPTION OF THE PROJECT.** The Project is depicted on the Condominium Map and consists of a thirty-nine (39) story building, which may be used for residential, commercial, office, parking, recreational, and/or such other purposes permitted under this Declaration. The Project includes:

1. **COMMERCIAL UNITS.** Two (2) Commercial Units located on level 1 of the Tower and identified as Commercial Unit 1 and Commercial Unit 2 on the Condominium Map and in **Exhibit "B,"** attached hereto and incorporated herein by reference.

2. **RESIDENTIAL UNITS.** Three hundred fifteen (315) Residential Units comprised of the Unit types set forth in **Exhibit "B."**

3. **COMMON ELEMENTS.** The Common Elements identified in **Section II.C** below.

B. **DESCRIPTION OF THE UNITS.** Three hundred seventeen (317) freehold estates are hereby designated in the spaces within the perimeter and party walls, windows, doors, floors, and ceilings of each of the Units in the Project, which spaces are designated on the Condominium Map and are described as follows:

1. **UNIT DESIGNATIONS, NUMBERS, AND LOCATIONS.** The Unit types, designations, numbers and locations are shown on the Condominium Map and are further identified in **Exhibit "B."**

2. **UNIT AREAS, LAYOUTS, DIMENSIONS, NET LIVING AREAS/FLOOR AREAS.** The Unit areas, layouts, dimensions, and net living areas are shown on the Condominium Map and are further described in **Exhibit "B."** The Condominium Map is intended only to show: (a) the location and layout of, and access to a public road from, the Tower and access for the Units to a public road or to a Common Element leading to a public road; (b) elevations and floor plans of the Tower; (c) the layouts, locations, boundaries, Unit numbers, and dimensions of the Units; (d) a parking plan for the Project showing the locations, layouts, and stall numbers of all parking stalls included in the Project; (e) the layouts, locations, and other identifying information of the Limited Common Elements, and (f) a description to identify any land area that constitutes a Limited Common Element. The Condominium Map is not intended and shall not be deemed to contain or make any representation or warranty whatsoever. The descriptions contained in this Declaration and **Exhibit "B"** that describe the various rooms and areas of the Project, and the designations of rooms and areas on the Condominium Map are for identification purposes only and are not intended and shall not be deemed or construed to limit or define in any

manner the purposes for which such rooms and areas may be used. Unless expressly restricted in this Declaration, such areas may be used for any purpose not prohibited by applicable law.

3. **ACCESS TO PUBLIC STREETS OR HIGHWAYS.** Except as may be limited by the terms of this Declaration, each Unit has immediate access through the elevators, stairways, walkways, and driveways of the Project to public streets and to the grounds of the Project that have access to public streets.

4. **LIMITS OF UNITS.** The Units shall be deemed to include: (i) all interior walls, floors, ceilings, doors and door frames, windows and window frames, and partitions that are not load-bearing and that are located within the space bounded by the Unit's perimeter walls, floors, and ceilings, but not the perimeter walls, floors, and ceilings themselves; (ii) the interior decorated or finished surfaces of all doors, door frames, columns, and window frames that comprise a part of the perimeter walls; (iii) the interior decorated or finished surfaces of all floors and ceilings; (iv) all lath, furring, wallboard, plasterboard, plaster, paneling, tile, wallpaper, paint, and any other materials constituting the finished interior decorated surfaces of perimeter walls and columns; (v) the air space surrounded by the perimeter walls, doors, windows, floors, and ceilings; (vi) all fixtures (if any) originally installed in the Unit; 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. Each Unit shall <u>not</u> be deemed to include the following: (a) the undecorated and unfinished surfaces of perimeter walls, 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 lanai or balcony, and the walls, floors, and/or ceilings partially surrounding such lanai or 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 or Limited Common Elements as hereinafter provided. To the extent that there is a conflict between this Section and **Sections II.C** and **II.D**, below, the inclusions and exclusions of the Unit as provided for in this Section shall control.

Developer shall have the right to adjust the boundaries and areas of the Units as necessary to correct minor discrepancies and/or errors in the descriptions or areas thereof and to file in said Office an amendment to this Declaration and/or the Condominium Map to reflect such modification. Developer shall not be required to recalculate and readjust the Common Interests appurtenant to the Units affected by such minor corrections.

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

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

2. The Building Structure;

3. All fans, vents, shafts, drains, lines, including, without limitation, sewer lines and water lines, pipes, generators, cables, conduits, ducts, electrical equipment, water pumps, fire pumps and other equipment, telecommunication equipment, security equipment, cooling tower(s), HVAC and any supporting pumps or equipment, wiring and other central and appurtenant transmission facilities and installations on, above, over, under and across the Project that serve all Units and/or the Common Elements appurtenant to all Units, including, without limitation, those providing electricity, light, gas (if any), water, air conditioning, sewer, refuse, drainage, irrigation, telephone, security, internet, 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 **Section II.C.3** above, mechanical equipment, maintenance and utility rooms and areas, storage rooms, trash rooms, areas and receptacles, apparatus, and installations existing for common use by or for the common benefit of all Units and/or the Common Elements appurtenant to all Units, and not otherwise designated as a Unit herein or on the Condominium Map;

5. The driveways leading from Kapiolani Boulevard and Makaloa Street to level 1 of the Parking Podium, and any signage, decorative façade, or Improvement attached to said driveways;

6. Any signage, decorative façade, or Improvement attached to level 1 of the Parking Podium;

7. The loading stalls and area on level 1 of the Parking Podium and designated as "**CE: Common Element**" on the Condominium Map;

8. The vehicular ramp leading from level 1 to level 2 of the Parking Podium;

9. All sidewalks and common walkways on level 1 of the Project;

10. The interior surfaces of the walls, ceilings, and floors of level 1 of the Parking Podium and the exterior surfaces of the Parking Podium and Tower, including, without limitation, any louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto; excluding the Recreational Amenities on level 7 of the Parking Podium and any louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto;

11. Any easements, access rights, licenses, or encroachment rights through an adjoining parcel granted to the Association;

12. All areas specifically designated as "**CE: Common Element**" on the Condominium Map;

13. All of the Limited Common Elements described in **Section II.D** below; and

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

D. **LIMITED COMMON ELEMENTS.** The Limited Common Elements are hereby designated, set aside and reserved for the exclusive use of certain Units, or groups of Units, and such Units shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements, unless otherwise set forth herein. The responsibility to maintain, clean, upkeep, repair, replace, alter, improve and/or add to such Limited Common Elements shall be the responsibility of the Association, as set forth below. The costs and expenses of every description pertaining to such Limited Common Element shall be the responsibility of the Owner(s) of the Unit(s) to which such Limited Common Element is appurtenant. If there is more than one Unit to which the Limited Common Element is appurtenant, then the cost thereof shall be charged to each Owner in proportion to the Common Interest or Class Common Interest, as applicable, appurtenant to each respective Unit.

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

a. The vehicular ramp leading from level 2 to level 6 of the Parking Podium, including the interior walls, ceilings, and floors thereof and any signage, decorative façade, or Improvement attached thereto, the interior surfaces of levels 2 through 6 of the Parking Podium and any Improvements attached thereto, the drive through areas in the Parking Podium located on levels 2 through 6, and level 7 of the Parking Podium and any louver, trellis, screening, paneling, signage, decorative façade, or Improvement attached thereto, all depicted as "**LCE-R: Residential Limited Common Element**" on the Condominium Map;

b. The porte cochere and lobby located on level 1 of the Tower and depicted as "**LCE-R: Residential Limited Common Element**" on the Condominium Map;

c. The mail room located on level 1 of the Tower and depicted as "**LCE-R: Residential Limited Common Element**" on the Condominium Map;

d. The office(s), restrooms, and back of house areas located on level 1 of the Tower and depicted as "**LCE-R: Residential Limited Common Element**" on the Condominium Map;

e. Any telecommunications, fire control, mechanical, electrical, security, service, janitorial, storage, and trash rooms located on level 1 of the Tower, and the equipment therein, all depicted as

"**LCE-R: Residential Limited Common Element**" on the Condominium Map, and all other utility, maintenance, work, storage, electrical, mechanical, and telecommunication rooms, closets, and facilities, accessory equipment areas, and other support areas that service only the Residential Units or the Limited Common Elements appurtenant thereto;

f. The elevators, elevator vestibules, and elevator lobbies located in the Tower and the hallways and stairways located in the Tower and Parking Podium, all for the exclusive use of the Owners of the Residential Units and depicted as "**LCE-R: Residential Limited Common Element**" on the Condominium Map;

g. Any trash rooms and chutes, telecommunications equipment and rooms housing the same, and electrical equipment and rooms housing the same, located on levels 7 through 39 of the Tower, depicted as "**LCE-R: Residential Limited Common Element**" on the Condominium Map;

h. The common hallways or corridors located on levels 7 through 39 of the Tower, depicted as "**LCE-R: Residential Limited Common Element**" on the Condominium Map.

i. The loading stall located on level 1 of the Parking Podium and designated as "**LCE-R: Residential Limited Common Element**" on the Condominium Map;

j. The guest parking stalls located on level 2 of the Parking Podium, depicted as "**LCE-R: Residential Limited Common Element**" on the Condominium Map and the electric vehicle parking stalls and charging stations installed therein (if any) located on level 2 of the Parking Podium;

k. The bicycle storage located on levels 1 through 5 of the Parking Podium, depicted as "**LCE-R: Residential Limited Common Element**" on the Condominium Map;

l. Those portions of any pipes, cables, conduits, drain, chutes, flues, ducts, wires, vents, shafts, other utility or service lines, sewage treatment equipment and facilities (if any), supporting apparatus, electrical equipment and lines, electrical and mechanical 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 more than one Residential Unit or the Limited Common Elements appurtenant to the Residential Units and serve none of the Commercial Units or Limited Common Elements appurtenant thereto, and are not otherwise designated as Common Elements;

m. The Recreational Amenities located on levels 7 and 8 and the rooftop of the Tower, which may include cabanas, lounges, barbeques, a pool, fitness facilities, a viewing deck, and other amenities, and any louver, trellis, screening, paneling, signage, decorative façade, or Improvement that is a part thereof;

n. Any and all decorative elements which may be added by or on behalf of Developer to any Residential Limited Common Element 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;

o. Any portion of the Tower rooftop, mechanical equipment areas or stairways thereon, servicing only the Residential Units and/or the Limited Common Elements appurtenant thereto; and

p. Any other areas described as "**LCE-R: Residential Limited Common Element**" appurtenant to the Residential Units on the Condominium Map.

2. **COMMERCIAL LIMITED COMMON ELEMENTS**. The Commercial Limited Common Elements include those parts of the Limited Common Elements that are reserved for the exclusive use of the Commercial Unit Class, and shall include the following:

a. Those portions of any pipes, cables, conduits, drain, chutes, flues, ducts, wires, vents, fans, shafts, fire pumps, other utility or service lines, sewage treatment equipment and facilities (if any), supporting apparatus, electrical equipment and lines, electrical closets, storage rooms, communications rooms, pump

rooms, systems and apparatus, 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 the Commercial Units or the Limited Common Elements appurtenant to the Commercial Units and serve none of the Residential Units or Limited Common Elements appurtenant thereto, and are not otherwise designated as Common Elements;

b. All utility, maintenance and work rooms, closets and facilities, storage rooms and areas, accessory equipment areas, and other support areas that service only the Commercial Units or the Limited Common Elements appurtenant thereto;

c. All telecommunications, fire control, mechanical, electrical, security, and service rooms and areas, and the equipment therein, that service only the Commercial Units or the Limited Common Elements appurtenant thereto;

d. The parking stalls located on levels 1 and 2 of the Parking Podium, depicted as "**LCE-C: Commercial Limited Common Element**" on the Condominium Map;

e. All trash rooms and areas for the exclusive use of the Owners of the Commercial Units and depicted as "**LCE-C: Commercial Limited Common Element**" on the Condominium Map; and

f. The bicycle storage located on level 1 of the Parking Podium, depicted as "**LCE-C: Commercial Limited Common Element**" on the Condominium Map; and

g. Any other areas described as "**LCE-C: Commercial Limited Common Element**" appurtenant to the Commercial Units on the Condominium Map.

3. **RESIDENTIAL UNIT LIMITED COMMON ELEMENT**. The following Limited Common Elements are Limited Common Elements appurtenant to individual Residential Units for the exclusive use thereof:

a. 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 appurtenant to said Residential Unit;

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

c. Any lanai and/or balcony affixed to a Residential Unit, as depicted on the Condominium Map, including, without limitation, the decorated or finished interior surfaces of the perimeter 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;

d. Any compressor, air conditioning, and or heating equipment or other mechanical equipment located on the lanai and/or balcony affixed to a Residential Unit, which equipment exclusively services the Residential Unit, shall be appurtenant to such Residential Unit;

e. The parking stall(s) located on level(s) 2, 3, 4, 5, and/or 6 of the Parking Podium, depicted as "**LCE-RU: Residential Unit Limited Common Element**" on the Condominium Map and assigned to a Residential Unit in **Exhibit "B"** hereto;

f. The motorcycle parking stall(s) located on level 6 of the Parking Podium, depicted as "**LCE-RU: Residential Unit Limited Common Element**" on the Condominium Map and assigned to a Residential Unit(s) in **Exhibit "B"** hereto;

g. The Resident Manager Unit shall have as a Limited Common Element each of the parking stall(s) located on levels 2 through 6 of the Parking Podium and motorcycle parking stall(s) located on

level 6 of the Parking Podium, depicted as "**LCE-RU: Residential Unit Limited Common Element**" on the Condominium Map that are not specifically assigned to another Unit in **Exhibit "B,"** or any subsequent amendment to this Declaration;

h. Any other area described as "**LCE-RU: Residential Unit Limited Common Element**" on the Condominium Map and appurtenant to a Residential Unit.

4. **COMMERCIAL UNIT LIMITED COMMON ELEMENT**. The following Limited Common Elements are Limited Common Elements appurtenant to individual Commercial Units for the exclusive use thereof:

a. 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 Commercial Unit, any portion thereof serving only that Commercial Unit shall be appurtenant to said Commercial Unit;

b. Any doorsteps (if any), stoop (if any), patios (if any), and all exterior doors and windows or other fixtures designed to serve the Commercial Unit located outside the boundaries of, but adjoining and providing access specifically to, the Commercial Unit;

c. Any louver, trellis, screening, paneling, signage, decorative façade, or Improvement affixed to the exterior of the Commercial Unit; and

d. Any other area described as "**LCE-CU: Commercial Unit Limited Common Element**" on the Condominium Map and appurtenant to a Commercial Unit.

III. COMMON INTEREST; CLASS COMMON INTEREST.

A. **COMMON INTEREST**. Each Unit shall have appurtenant thereto an undivided percentage interest in all Common Elements of the Project as shown in **Exhibit "B,"** herein called the Common Interest, and the same proportionate share in all Common Expenses of the Project, and for all other purposes, except as otherwise provided in this Declaration, including, but not limited to, voting; which Common Interest shall be subject to adjustment as otherwise provided in this Declaration. Developer shall have the absolute right to adjust the Common Interest in its discretion in order to ensure that the total Common Interest for all Units in the aggregate equals one hundred percent (100%), and may adjust the Common Interest of all or some of the Units in the Project to achieve such result. Developer shall further have the right to adjust the Common Interest in exercising certain Developer's Reserved Rights, as may be set forth herein.

B. **CLASS COMMON INTEREST**. In addition to the Common Interest, each Unit shall have assigned to it, for administrative purposes, a Class Common Interest as set forth in **Exhibit "B,"** based upon the Unit Class to which such Unit belongs; that being either the Commercial Unit Class or the Residential Unit Class. All Owners of Units in a Unit Class shall have the right to vote such Owner's Class Common Interest with respect to matters requiring voting by Unit Class, and each Owner in a Unit Class shall be responsible for its proportionate share of all Class Common Expenses of the Project, if any. Developer shall have the absolute right to adjust the Class Common Interest in its discretion in order to ensure that the total Residential Unit Class Common Interest for the Residential Units in the aggregate equals one hundred percent (100%) and that the total Commercial Unit Class Common Interest for the Commercial Units in the aggregate equals one hundred percent (100%), and may adjust the Class Common Interest of all or some of the Units in the Project to achieve such result. Developer shall further have the right to adjust the Class Common Interest in exercising certain Developer's Reserved Rights, as may be set forth herein.

IV. EASEMENTS AND LICENSES.

In addition to any easements of record, the Units and the Common Elements shall also have, as an appurtenance, or be subject to, as the case may be, the following easements:

A. **EASEMENTS IN THE COMMON ELEMENTS AND OTHER UNITS**. Each Unit shall have appurtenant thereto nonexclusive easements in, on, over, and across the Common Elements, including the Limited

Common Elements, as applicable, for purposes of ingress to, egress from, utility services for, support of, and, as necessary, for the maintenance and repair of such Unit and the Limited Common Elements appurtenant thereto; in the Common Elements for use according to their respective purposes, subject always to the exclusive use of the Limited Common Elements as provided herein; and in the other Units in the building in which such Unit is located for support; all subject to the provisions of Section 514B-38 of the Act and the terms of the Declaration.

B. **EASEMENTS IN CERTAIN LIMITED COMMON ELEMENTS AND OTHER UNITS FOR UTILITIES AND SUPPORT**. Wherever sanitary sewer connections, water connections, electricity, gas, telephone, cable, HVAC, and security lines, drainage facilities, or duct facilities are installed within the Project, the Owners of Units that are served by said connections, lines, or facilities shall have the right, and there are hereby reserved to all other Owners, together with the right to grant and transfer the same, easements and rights to the full extent necessary for the full use and enjoyment of such portions of such connections, lines, or facilities that service such Units, and, upon reasonable prior written notice (except in the case of an emergency), to enter Units owned by others or the Limited Common Elements appurtenant thereto, or to have utility companies enter Units owned by others or the Limited Common Elements appurtenant thereto, in or upon which said connections, lines, or facilities, or any portions thereof, lie, to repair, replace, and generally maintain said connections, lines, or facilities as and when the same may be necessary; provided that such entering Owner or utility company shall repair all damage to any Unit or Limited Common Element caused by such entry as promptly as possible after completion of work thereon.

C. **EASEMENT FOR ENCROACHMENTS**. If any part of the Common Elements now or hereafter encroaches upon any Unit or Limited Common Element, or if any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. In the event that a Unit shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement, or movement of any part of the Project, encroachments of any part of the Units, Common Elements, or Limited Common Elements due to such construction, shifting, settlement, or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist for so long as such encroachment continues.

D. **EASEMENT FOR COMMERCIAL UNIT VENDORS, LICENSEES, AND INVITEES.** Each Commercial Unit shall have an appurtenant easement for use by its vendors, licensees, and invitees for purposes of the business conducted in the Commercial Unit or its appurtenant Limited Common Elements (1) to come onto the Project areas intended for access to and from any nearby roads, streets, or highways, (2) to make deliveries using any delivery area and any Common Elements necessary to get from the delivery area to the Commercial Unit or its Limited Common Elements, (3) to go to and from the Commercial Unit and its Limited Common Elements using the walkways and sidewalks intended for such purpose, (4) for casual use, for recreation, and to enjoy entertainment and other services provided within the Commercial Unit or its Limited Common Elements, and (5) as otherwise may be reasonably necessary to operate and manage the services from the Commercial Unit and its Limited Common Elements. The Limited Common Elements appurtenant to the Commercial Units are intended for general use by the Commercial Units' vendors, licensees, and invitees, and by the general public accessing and patronizing the Commercial Units.

E. **EASEMENT FOR ACCESS TO UNITS AND LIMITED COMMON ELEMENTS**. The Association shall have the irrevocable right, but not the duty, to be reasonably exercised by the Board and/or the Managing Agent, or any of their successors, assigns, agents, employees, contractors, subcontractors, and other authorized personnel, upon reasonable prior written notice (except in the case of an emergency), to enter each Unit and/or its Limited Common Elements from time to time during reasonable hours as may be appropriate for the operation or maintenance of the Project or for any other purpose reasonably related to the exercise of the rights and obligations of the Association under this Declaration, or, without notice, at any time for (1) making emergency repairs therein necessary to prevent damage to any Unit or Limited Common Element, (2) abating any nuisance or any dangerous, unauthorized, prohibited, or unlawful activity, (3) protecting the property rights of any Owner, or (4) preventing death or serious bodily injury to any Owner or other Occupant therein.

An "emergency" is defined as any occurrence or situation where, if immediate remedial action is not undertaken, substantial damage to the Common Elements, to a Unit, or injury or death to individual persons within the Project is likely to result.

F. **EASEMENT AFFECTING COMMON ELEMENTS.** The Association has the right, exercisable by the Board and/or the Managing Agent, to designate, grant, lease, convey, transfer, cancel, relocate, and otherwise deal with any easements over, under, across, or through the Common Elements for any reasonable purpose, including, without limitation: (1) those purposes necessary for the operation, care, upkeep, maintenance, or repair of any Unit, the Common Elements, or any Limited Common Element; or (2) any easements for utilities or for any public purpose including for example, pedestrian walkways, landscaped areas, stairs, ramps, roadways, or other access to areas designated for public use, or the facilities that support the Project. The Association must have the written approval of each affected Commercial Unit Owner before it can exercise this right within any Commercial Limited Common Element or Commercial Unit Limited Common Element, and the approval of the Commercial Director, or after expiration of the Commercial Director Consent Rights, the consent of a Majority of the Commercial Unit Class.

G. **EASEMENTS THROUGH OR BENEFITTING ADJACENT LANDS.** The Association has the right, exercisable by the Board, to receive, transfer, cancel, relocate, and otherwise deal with any easement or license through adjoining parcels of land in favor of the Land or the Project, including, without limitation, for utility infrastructure, or Owners' or public access, as necessary for the Project. The Association also has the right, exercisable by the Board, to grant, receive, transfer, cancel, relocate, and otherwise deal with any easement or license encumbering the Land or the Project that benefits adjacent lands. The Association's rights are subject to the approval of Developer during the Development Period and the consent of the Commercial Director.

H. **DEVELOPER'S EASEMENT TO COMPLETE IMPROVEMENTS TO THE PROJECT.** To and until December 31, 2045, Developer, its agents, employees, consultants, contractors, licensees, successors, mortgagees, and assigns, shall have an easement over, under, and upon the Project, including the Common Elements, Limited Common Elements, and any Unit, as may be reasonably necessary or appropriate for the completion of the Improvements of the Project and the correction of defects and other "punchlist" items therein. Each and every Owner or other Person acquiring an interest in the Project waives, releases, and discharges any rights, claims, or actions such party may acquire against Developer, its agents, employees, consultants, contractors, licensees, successors, and assigns, as a result of any noise, dust, vibration, or other nuisances or annoyances arising from the completion of such Improvements. In the event that Project Lender, if any, 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 shall have the same rights as Developer to complete Improvements to the Project.

I. **DEVELOPER'S EASEMENT FOR NOISE AND DUST**. To and until December 31, 2045, Developer, its agents, employees, consultants, contractors, licensees, successors, and assigns, shall have an easement over, under, and upon the Project or any portion thereof, to create and cause noise, dust, vibration, and other nuisances created by and resulting from any work connected with or incidental to the development, construction, or sale of any Unit or any other Improvements in the Project. Each and every Owner or other Person acquiring any interest in the Project waives, releases, and discharges any rights, claims, or actions such party may acquire against Developer, its agents, employees, consultants, contractors, licensees, successors and assigns, as a result of any such noise, dust, vibration, or other nuisances or annoyances. In the event that Project Lender, if any, 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 shall have the same rights as Developer to create and cause noise, dust, vibration, and other nuisances created by and resulting from any work connected with or incidental to the development, construction, and sale of any Unit or any other Improvements in the Project.

J. **DEVELOPER'S EASEMENT FOR SALES ACTIVITIES.** Developer, its brokers, sales agents, Representatives, and other related Persons shall have the right to conduct extensive sales activities at the Project, including the use of any Unit owned by Developer and the Common Elements (excluding the Limited Common Elements exclusively appurtenant to Units not owned by Developer), for model units, tours, sales, leasing, management, and construction offices, interior design and decorator centers, parking, extensive sales displays, and hosting promotion activities, functions and receptions, the posting and maintenance of signs and other advertisements relating to such sales activities, and to install, maintain, locate, relocate, and reconfigure such structures, displays, advertising signs, billboards, flags, sales desks, kiosks, sales, leasing, management, and/or construction offices, model units, interior design and decorator centers, and parking areas for employees, agents, and

prospective buyers, as may be necessary or convenient for the proper development and disposition of Units by sale, resale, lease, or otherwise, and the right, but not the obligation, to provide ongoing maintenance, operation, service, construction, and repairs to individual Units. This easement shall include the right of Developer to temporarily reasonably restrict access to such Common Elements and Limited Common Elements, and Owners shall have no redress against Developer for the temporary loss of use of such areas. In the event that Project Lender, if any, 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 shall have the same rights as Developer to conduct such sales activities on the Project.

Each and every party acquiring an interest in the Project or the Land hereby acknowledges that the sales activities may result in noise and nuisances, and consents to such activity by Developer, and further waives, releases, and discharges any rights, claims, or actions such party may acquire against Developer, its brokers, sales agents, Representatives, employees, consultants, attorneys, and Lenders, and their respective successors and assigns, as a result of any such activity or activities.

K. **EASEMENTS FOR COMMUNITY SYSTEMS AND TELECOMMUNICATIONS AND RIGHT TO ENTER INTO UTILITY CONTRACTS**. There is reserved to Developer, its agents, employees, personnel or licensees and its successors and assigns, a perpetual right and easement over the Project to install and operate, or to provide for the installation and operation of, Community Systems as Developer, in its discretion, deems appropriate to serve all or any portion of the Project. Such right shall include, without limitation, Developer's right to select and contract with companies licensed to provide photovoltaic, telecommunications, cable television, and other Community Systems services in the region, to receive compensation from any source related to the rights set forth in this Section, and to grant easements for such purposes, all upon such terms and conditions as Developer may determine in its discretion.

L. **DEVELOPER'S ADDITIONAL EASEMENTS AND RIGHTS TO ACCEPT, GRANT, AND MODIFY EASEMENTS, LICENSES, AND RIGHTS OF ENTRY**. To and until December 31, 2045, Developer reserves the right to designate, grant, convey, transfer, cancel, relocate, and otherwise deal with any easements over, under, across or through the Common Elements as necessary or convenient for any reasonable purpose, which may include, but not be limited to, the repair, care, or upkeep of any Unit or Common Elements, any utility easements or infrastructure to serve the Project, or for the purpose of establishing access ways or walkways, or to comply with any government agreement or permit, private covenant, or other easement or access requirements. Developer further reserves the right to designate, negotiate, accept, grant, convey, transfer, cancel, relocate, and otherwise deal with any easement, license, right of access, or encroachment agreement over, under, across, or through the Land or the Project or adjoining properties in favor of, or encumbering, the Land or the Project for any reasonable purpose, which may include, but not be limited to, temporary rights of entry or other similar licenses and agreements to accommodate the construction and development of neighboring properties such as the use of airspace for the assembly, disassembly, and operation of tower cranes, and related construction and development activities. Developer also has the right to grant such easements necessary for the repair, care, or upkeep of any Unit or Common Element, and utility infrastructure to serve the Project, or the purpose of establishing access ways, walkways, or vehicular or pedestrian access to comply with any government agreement or permit, private covenant, or other easement or access requirements, or for the reason that any owner of property that is subject to an easement in favor of the Land or the Project uses any right it has to require a change in the location of that easement.

M. **LICENSE TO OCCUPANTS**. Any Person who has a right or permission to occupy a Unit also has the right and license to use the Common Elements and the Limited Common Elements appurtenant to the Unit occupied, to the same extent that the Owner of such Unit would have the right to do so. This right to use and license remains in effect only during the time period when the Person has the right to occupy the Unit. This includes, for example anyone who rents or leases a Unit (subject to any limits or additional terms contained in any rental agreement or lease with the Owner).

N. **CONSENT OF OTHER PERSONS**. Developer may exercise the rights reserved to it in this Article without the approval or joinder of any other Person, except as otherwise specifically provided in this Article.

O. **NO DEDICATION**. Developer shall have the right, from time to time, to temporarily close off any portion of the Common Elements open to the general public to prevent a dedication, provided that advance notice of such closure is provided to the Association.

P. **DEVELOPER'S EASEMENT TO EXERCISE RESERVED RIGHTS.** Developer, its agents, employees, consultants, contractors, licensees, successors, mortgagees, and assigns, shall have an easement over, under, upon, and through the Common Elements and any Limited Common Elements and through the Units or any portion thereof as may be reasonably necessary to exercise any of its reserved rights, and such easement shall allow Developer, its agents, employees, consultants, contractors, licensees, successors, mortgagees, and assigns, to create and cause noise, dust, and other nuisances created by and resulting from any work connected with or incidental to effecting any such exercise; provided that any such work is undertaken with reasonable diligence and shall not unreasonably interfere with the use and enjoyment of the Project by Owners.

V. ALTERATION AND TRANSFER OF INTEREST.

Except as set forth in this Declaration, the Common Interest appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of all of the Owners affected, expressed in an amendment to this Declaration that is duly filed in the Office. The Common Interest shall not be separated from the Unit to which it appertains, and shall be deemed conveyed or encumbered with such Unit even if such interest is not expressly mentioned or described in the instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an undivided interest in the Common Elements shall be void unless the Unit to which said interest is appurtenant is also transferred. The Common Elements shall remain undivided, and no right shall exist to partition or divide any part thereof except as provided by the Act or by the terms of this Declaration.

Except as set forth in this Declaration, no alteration of the Common Interest or easements appurtenant to any Unit shall be made, nor shall any partition or subdivision of any Unit be made, without the prior written consent of Eligible Mortgage Holders.

VI. USE.

A. PROJECT; IN GENERAL.

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

2. **RIGHT TO SELL, LEASE OR RENT.** Subject to those certain prohibitions on uses set forth herein, the Owners of the respective Units shall have the absolute right, without the consent or joinder of any other Owners, to sell, rent, lease, or otherwise transfer such Units subject to all of the provisions of the Condominium Documents; provided, however, that: (a) all leases shall be in writing, signed by the Owner or Owner's representative and the tenant, (b) as it pertains to the Residential Units, all leases shall have a term of not less than 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 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 applicable owner-occupant requirements under the Act and (g) no Residential Unit may be utilized for hotel purposes. Further, no Owner of a Residential Unit, or agent of an Owner of a Residential Unit, shall engage in a circumvention of the foregoing requirements by systematically permitting the cancellation of an authorized lease, thereby effectively permitting occupancy of an Owner's Residential Unit for less than the minimum permitted time period.

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

impair, defeat, or render invalid the priority of the lien of any Mortgage encumbering a Unit or encumbering Developer's interest in the Project.

4. **MAINTENANCE OF THE UNITS AND THEIR LIMITED COMMON ELEMENTS.** The Owner of a Unit shall keep the interior of such Owner's 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 such Owner's failure to do so or such Owner's improper operation thereof. Decisions on repairs or modifications to the Limited Common Elements shall be made by the Owners of Units to which such Limited Common Elements are appurtenant and shall be subject to any additional provisions stated in the Condominium Documents. An Owner shall be responsible for any damage or loss to the Common Elements or other Units caused by such Owner's tenants, guests, or invitees.

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

B. **USE OF PARKING PODIUM.** The Parking Podium shall be used for access, parking, storage, and any other purposes permitted by the Condominium Documents. During the Development Period, the Association shall be prohibited from reducing the total number of parking stalls, accessible parking stalls, guest 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 Podium to access and utilize their designated parking stall(s) (if any), guest stalls, patron stalls (if any), and Unit and the Limited Common Elements appurtenant thereto, as applicable.

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

1. **RESIDENTIAL USE.** Except as provided herein, Residential Units and their appurtenant Limited Common Elements shall be used for residential purposes exclusively, except that a home-based business may be maintained within a Residential Unit, provided that (a) such maintenance and use is limited to the person actually residing in the Residential Unit; (b) no employees or staff other than persons actually residing in the Residential Unit are utilized; (c) no clients or customers of such business visit the Residential Unit; (d) the number of persons, other than clients or customers, that visit such business and the frequency of such visits shall be kept to a reasonable minimum, as determined in the sole discretion of the Board; (e) such maintenance and use is in strict conformity with the provisions of any applicable law (including zoning laws), ordinance or regulation; (f) the person utilizing such office maintains a principal place of business other than the Residential Unit; (g) such business uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors and does not cause an increase of Common Expenses that can be solely and directly attributable to the business; (h) such business does not involve the use, storage, or disposal of any materials that the State 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 such Owner's 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 unit, a sales and/or

construction office, or for any other lawful purpose for development, construction, and/or marketing and sales of the Units in the Project.

2. **MAXIMUM OCCUPANCY**. Unless limited otherwise by County ordinance or other applicable law, no Residential Unit shall be occupied by more than nine (9) persons and in no event shall occupancy of a Residential Unit exceed three (3) persons per bedroom; provided however, that this occupancy limitation shall not apply to or restrict the Owner of a Residential Unit from hosting a larger group of invited guests or visitors in such 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 lanai or balcony. To maintain a uniform and attractive exterior appearance for the Project, window coverings installed by a Residential Unit Owner 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 appurtenant 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 appurtenant 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 to such Owners or ownership is held by an entity owned by such Owners, of a Residential Unit where unrelated (i.e., non-family) owners share and enjoy use or occupation of the Residential Unit according to a periodic (fixed or floating) schedule based on time intervals, points or other rotational system; or (b) any club, the membership of which allows access and use of one or more properties by its members based on availability and reservation priorities, commonly known as destination clubs (equity or non-equity) or vacation clubs. Furthermore, the Residential Units and their appurtenant 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 resort services. The Residential Units shall also not be placed in or made available on any short term online rental platform or any other platform whereby potential occupants are solicited to stay in a Unit for less than a thirty (30) day period. The foregoing restrictions are collectively referred to as "**Occupancy Restrictions**." The Occupancy Restrictions may be enforced by Developer, the Association, the Resident Manager, or the Managing Agent.*

The restrictions set forth above shall be read broadly, and, among other things, shall encompass any type of plan, the nature of which causes Residential Units to be utilized by persons who have either joined a plan or program as a member or whose use is derivative of someone who has joined a plan or program as a member. Determination by Developer, the Association, the Resident Manager, 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**. The Recreational Amenities are located on levels 7 and 8 and the rooftop of the Tower and are Limited Common Elements appurtenant to the Residential Unit Class. Except as otherwise provided herein, the Recreational Amenities shall only be used by the Residential Unit Owners, while in residence, their Occupants, and non-residing guests while accompanied by the Owner or Occupant. The Recreational Amenities are available to promote recreation and leisure activities and any other purposes permissible by the Condominium Documents; provided that, and subject to any Developer's Reserved Rights, at no time shall there be any commercial use of the Recreational Amenities to service any Person other than an Owner or Occupant (or Owner's or Occupant's invitees), nor shall any Owner or Occupant charge a fee for others to utilize the Recreational Amenities, nor shall the area in which the 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. As provided for in this Declaration, 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 by Developer that any or all of the Recreational Amenities will be built, located as initially depicted, and/or offered to Residential 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, thereafter, of the Board. All sales and marketing materials provided to an Owner in connection with a Residential Unit or the Project that are 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 any fashion whatsoever without the prior written approval of Developer, which approval may be withheld in Developer's sole discretion. Any use of such material in any way by an Owner or any rental agent without such permission will entitle Developer to immediately enjoin such use and to pursue any and all remedies against the Owner, independently of the obligations set forth in this Declaration. The Owner and/or rental agent will be fully responsible to pay for all costs incurred by Developer in enforcing its proprietary rights in and to such material, including, but not limited to, any and all attorneys' fees and costs.

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

1. **COMMERCIAL USE**. Subject to the limitations below, the Commercial Units and their appurtenant 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 Condominium 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 appurtenant 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 the lease for such Unit. 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 a Commercial Unit or its appurtenant Limited Common Elements:

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

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

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

d. salvage business;

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

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

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

h. mini-warehouses, and warehouse/distribution centers;

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

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

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

l. heavy machinery sales and storage facilities;

m. fast food restaurants;

n. convenience stores; and

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

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

E. **USE OF COMMON ELEMENTS**. Subject to the reserved rights of Developer contained herein, and the express limitations on use set forth herein, the Common Elements may be used 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 expressly reserved to Developer, Residential Unit Owners, or Commercial Unit Owners under this Declaration, nothing in this Section or otherwise contained in this 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 applicable zoning ordinances and by law. Prior to the

expiration or termination of the Development Period, no such lease, use, or change in use may be made without the prior written consent of Developer.

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

F. **USE OF LIMITED COMMON ELEMENTS**. Subject to the terms of this Declaration and the reserved rights of Developer herein, Owners shall have the right to use the Limited Common Elements appurtenant to their Units for any purpose permitted by zoning, other applicable laws, and the Condominium Documents. Notwithstanding anything provided to the contrary, or from which a contrary intent may be inferred, neither the Board nor the Association shall have any right to change the use of or lease or otherwise use any Limited Common Element without the prior written consent of the Owner(s) 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.

G. **SEPARATION, COMBINATION OF UNITS; TRANSFER OF INTEREST**. Subject to the Developer's Reserved Rights set forth herein, no Owner may partition or separate a Unit or the legal rights comprising ownership of a Unit from any other part thereof, nor shall an Owner combine a Unit with any portion of another Unit; provided that an Owner may consolidate Units pursuant to **Section X.C.5**. 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 and/or storage locker, if any, as provided in **Section XV.A.3** and Section 514B-40 of the Act, or (4) prevent the lease, sublease, or rental of portions of a Commercial Unit or its appurtenant Limited Common Element(s). Except as provided in clauses (1) and (4) above, every sale, assignment, conveyance, transfer, gift, devise, bequest, hypothecation, encumbrance, or other disposition of a Unit, or any part thereof, shall be presumed to be a disposition of the entire Unit, together with all appurtenant rights and interests created by law or by the Condominium Documents. The transfer of any Unit shall operate to transfer to the new Owner of the Unit the interest of the prior Owner in all funds held by the Association even though not expressly mentioned or described in the instrument of transfer, and without any further instrument or transfer.

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

I. **NUISANCES** No nuisance shall be allowed in the Units or their appurtenant Limited Common Elements that is a source of annoyance to the Owners or Occupants of other Units or that interferes with the peaceful possession or proper use of the Units or their appurtenant Limited Common Elements by their Owners or Occupants. Notwithstanding the foregoing, the Commercial Units and their appurtenant Limited Common Elements may be used in accordance with **Section VI.D.1** above; provided, however, that noise emanating from business operations of the Commercial Units and their appurtenant Limited Common Elements shall comply with all applicable statutes, rules, regulations, and ordinances.

J. **ADVERTISEMENTS; SIGNS**. Subject to Developer's Reserved Rights, Developer's easement rights, or any restrictions set forth herein and any applicable House Rules, Residential Unit Owners shall not place advertisements, posters, or signs of any kind, including, without limitation, any "**For Sale**" or "**For Rent**" signs, on

the exterior of any Residential Unit, in the windows of a Residential Unit, in the exterior portions of any Unit Limited Common Element appurtenant to a Residential Unit, in any Residential Limited Common Element, or in any Common Element appurtenant to both the Residential Units and Commercial Units, unless prior written approval is received from the Board. A Commercial Unit Owner shall have the right to affix signs to any portion of such Owner's Unit and the 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 appurtenant to both the Residential Units and the Commercial Units without the prior written approval of the Board.

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

L. **PETS**. Residential Unit Owners are permitted to keep pets in their Units subject to the limitations set forth in the House Rules; provided, however, that notwithstanding this provision, physically and/or mentally impaired persons shall be allowed to use the assistance of a "**service animal**," as such term is defined under the ADA, or an "**assistance animal**," as such term is defined under the FHA, in accordance with the House Rules and all applicable laws, ordinances, rules, and regulations.

M. **SMOKING**. Smoking shall not be permitted within the Residential Units, any Common Element, Residential Limited Common Element, or Residential Unit Limited Common Element.

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

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

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

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

3. To lease or otherwise use for the benefit of the Association those Common Elements not falling within **Section VI.O.2** above, upon obtaining: (a) the approval of the Owners of at least sixty-seven percent (67%) of the Common Interest, including all directly affected Owners, and (b) the approval of all mortgagees of record that 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; and

4. The prior written 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 a Commercial Unit Owner's use and operation of such owner's Unit and/or its appurtenant Limited Common Elements.

P. **SEVERANCE OF COMMON ELEMENTS FROM UNIT**. No Owner shall be entitled to sever such Owner's Unit, or any portion thereof, from that Unit's undivided interest in (1) the Common Elements, (2) any easement interests in rights of ways appurtenant to that Unit; and (3) any licenses granted to that Unit under this Declaration. Neither may such component interests be severally sold, conveyed, leased, encumbered, hypothecated, or otherwise dealt with, and any such attempt to do so in violation of this provision shall be void and of no effect. Developer and its successors, assigns, and grantees, and each Owner, by acquiring a Unit, covenants and agrees that the Units and their 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 the 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 or storage locker, if any, as provided in **Section XV.A.3** of this Declaration and Section 514B-40 of the Act.

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

VII. ADMINISTRATION OF THE PROJECT.

Administration of the Project shall be vested in the Association, consisting of all Owners in accordance with the Bylaws. Operation of the Project and maintenance, repair, replacement, and restoration of the Common Elements, and any additions and alterations thereto, shall be in accordance with the provisions of the Act, this Declaration and the Bylaws, including all requirements and limitations set forth in this Declaration and the Bylaws regarding the Units and the Common Elements. The Project is intended to be operated and administered at a Project Quality Standard such that the Units are operated and managed professionally and efficiently.

A. **OPERATION**. Except as otherwise provided in this Section or otherwise in this Declaration, the Association shall, in accordance with the Project Quality Standard, perform the following:

1. Make, build, maintain, and repair all Common Elements (except for Commercial Limited Common Elements and Commercial Unit Limited Common Elements), including, without limitation, any hallways, corridors, walls, fences, gates, walkways, sidewalks, utilities, lines, drains, roads, driveways, driveway ramps, curbs, parking areas, offices, storage areas, and lighting in the Common Elements, as well as other improvements not located within the Project but of which the Association has use or to which the Association has access.

2. Ensure the expenses for the Common Elements and Limited Common Elements are allocated and used as set forth in this Declaration.

3. Keep all Common Elements (except for Commercial Limited Common Elements and Commercial Unit Limited Common Elements) in a strictly clean and sanitary condition, with all necessary reparations whatsoever, in good order and condition, and repair and make good all defects in the Common Elements (except for Commercial Limited Common Elements and Commercial Unit Limited Common Elements) and observe and do anything required by all laws, ordinances, rules, and regulations that apply from time to time to the Project or the use of it. Because portions of the Common Elements, including the Limited Common Elements, located within the Parking Podium are visible to and, in some cases, utilized by the general public, including customers of the Commercial Units, these areas may be maintained by the Commercial Director, in order to be consistent with the Project Quality Standard, and certain costs arising therefrom shall be shared by the Residential Unit Class and Commercial Unit Class as Common Expenses.

4. In performing the operations set forth in this Section, any actions of the Association to (a) alter the exterior portion of the Tower, (b) alter the appearance of any portion of a Commercial Unit, or (c) affect in any way a Commercial Limited Common Element or a Commercial Unit Limited Common Element shall be subject to the Commercial Director's approval, or after the expiration of the Commercial Director Consent Rights, the consent of a Majority of the Commercial Unit Class.

5. Not erect or place on the Project any building or structure, including fences and walls, nor make material additions, structural alterations, or exterior changes to any Common Element of the Project except in accordance with plans and specifications prepared by a licensed architect and approved by any Owner whose approval is required by the Act, and subject to applicable approvals required by this Declaration, including,

without limitation, approvals from any governmental agencies. After starting the Improvements, the Association must work diligently to complete them in a timely manner.

6. Before commencing or permitting construction of any Improvement on the Project where the cost thereof exceeds Five Hundred Thousand and No/100 Dollars ($500,000.00), obtain a performance and labor and materials payment bond, naming as obligees the Board, the Association and collectively all Owners and their respective Lenders of record, as their respective interests may appear, with a responsible corporate surety authorized to do business in the State of Hawaii, guaranteeing the full and faithful performance of the contract for such construction free and clear of any mechanics' and materialmen's liens for such construction, the payment of all subcontractors, laborers, and materialmen, and the discharge of any mechanics' and materialmen's liens for a penal sum of not less than one hundred percent (100%) of the estimated cost of such construction. As an alternative, and under the appropriate circumstances, the Board may approve a written guaranty or other instrument guaranteeing the full and faithful performance of the contract for such construction free and clear of any mechanics' and materialmen's liens for such construction, the payment of all subcontractors, laborers, and materialmen, and the discharge of any mechanics' and materialmen's liens.

7. Observe any setback lines or boundaries affecting the Project and not erect, place or maintain any building or structure whatsoever except approved fences or walls between any street boundary of the Project and the setback line along such boundary or the Project and the adjoining lot.

8. Not neglect, abuse, make, or suffer any strip or waste or unlawful, improper or offensive use of the Project.

9. Subject to **Section IV.E**, make emergency repairs, or install, repair, or replace portions of the Project for which the Association is responsible.

B. **COMMERCIAL UNIT OWNER AND RESIDENTIAL UNIT OWNER RIGHTS AND LIMITATIONS**. Except as specifically provided herein, the Association shall have all of the powers set forth in Section 514B-104 of the Act.

The Commercial Unit Owner(s) shall pay, and be responsible, for the operation, care, upkeep, repair, and maintenance of their respective Commercial Units, any Commercial Unit Limited Common Element appurtenant to their respective Commercial Units, and the Commercial Limited Common Elements, except as otherwise set forth herein or in the Bylaws. The Residential Unit Owners shall pay, and be responsible, for the operation, care, upkeep, repair, and maintenance of their respective Residential Units. The Association shall be responsible for the operation, care, upkeep, repair, and maintenance of all Residential Unit Limited Common Elements and Residential Limited Common Elements, and the costs shall be borne by the Residential Unit Owners as a Limited Common Element Expense or as a Residential Unit Class Expense, as applicable, except as otherwise provided for herein or in the Bylaws. All Owners shall pay, and be responsible, for the operation, care, upkeep, repair, and maintenance of the Common Elements.

In no event, during the Developer Control Period, may the Board or the Association regulate or take any action with respect to Capital Upgrades or the operation, care, upkeep, repair, and maintenance of the Common Elements without the approval of Developer, or the Limited Common Elements appurtenant to a single Unit without the additional approval of the affected Owner, and, if such action is with respect to a Limited Common Element appurtenant to one (1) or more Commercial Units, without the approval of the Commercial Director. Notwithstanding the foregoing, the actions described herein may be taken in an "emergency" situation if and only to the extent necessary to prevent bodily injury or substantial property damage.

C. **CAPITAL UPGRADES TO COMMON ELEMENTS**. Whenever in the judgment of the Board, the Common Elements shall require Capital Upgrades costing in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year, and the making of such Capital Upgrades shall have been approved by a Majority of Owners, then, subject to the Commercial Director's approval, or after the expiration of the Commercial Director Consent Rights, with the consent of a Majority of the Commercial Unit Class, the Board shall proceed with such Capital Upgrades and may assess the Owners for the cost thereof as a Common Expense. If such Capital Upgrades, if not made, could reasonably result in a threat to the health or safety of the Owners or a significant risk of damage to the Project, then such actions may be taken without the prior approval of Owners

and/or the Commercial Director. Any Capital Upgrades costing less than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year may be made by the Board without the approval of the Owners, provided said Owners are given at least ten (10) business days written notice of a special meeting at which such actions may be approved by an amendment to the budget by the Board. The cost of such Capital Upgrades shall constitute a Common Expense. The foregoing shall not apply to operational expenses, which shall be subject to applicable provisions of the Condominium Documents. This Section shall not apply to any Capital Upgrades made by Developer when exercising the Developer's Reserved Rights.

D. **CAPITAL UPGRADES TO LIMITED COMMON ELEMENTS.** Whenever the Residential Unit Class for the Residential Limited Common Elements or the Commercial Unit Class for the Commercial Limited Common Elements shall require Capital Upgrades to their respective Limited Common Elements, the Residential Unit Class or the Commercial Unit Class, as applicable, shall proceed with such Capital Upgrades upon a Majority vote of their respective classes at any meeting where a quorum of the applicable Unit Class is present. The cost of the Capital Upgrades shall be a Residential Unit Class Expense or a Commercial Unit Class Expense, as applicable. If such Capital Upgrades, if not made, could reasonably result in a threat to the health or safety of the Owners or a significant risk of damage to the Project, then such additions, renovations, replacements, alterations or Improvements may be made by the Board without the prior approval of such Owners. The foregoing shall not apply to operational expenses, which shall be subject to applicable provisions of the Condominium Documents. This Section shall not apply to any Capital Upgrades made by Developer when exercising the Developer's Reserved Rights.

E. **EXTRAORDINARY ACTIONS.** Although the Board shall have broad powers to regulate, govern, and manage the Project, the power to approve certain Extraordinary Actions (as defined below) shall remain vested in the Association. Any provision of this Declaration or the Bylaws to the contrary notwithstanding, the Board and the Association shall not be authorized to take any Extraordinary Actions during the Developer Control Period without the affirmative vote of Owners representing not less than eighty percent (80%) of the Residential Unit Class and the approval of the Commercial Director and Developer, and after the end of the Developer Control Period, without the affirmative vote of Owners representing not less than a Majority of the votes of the Residential Unit Class and the approval of the Commercial Director. As used herein, the term "**Extraordinary Actions**" shall mean any and all actions taken by or on behalf of the Association, including, without limitation, amending this Declaration to change the permitted use of the Common Elements, commencing or maintaining any litigation, defending an action, filing a counterclaim, mediation, or similar proceeding (except for routine Common Expense collection matters, or actions required to enforce the restrictions on the use of Units, rules or architectural controls), which would reasonably require the expenditure of funds in excess of One Million and No/100 Dollars ($1,000,000.00) in the aggregate during any fiscal year of the Association and any determinations pursuant to Section 514B-41(c) of the Act that are not prohibited by an express provision of this Declaration. Extraordinary Actions shall not be deemed to include Capital Upgrades or actions by the Association in connection with operational expenses, including the establishment and utilization of reserves for the repair or replacement of Common Elements.

F. **MAINTENANCE OF LANDSCAPING.** Developer, during the Developer Control Period, and the Association may be required by the County or State to maintain the area between the edge of the pavement along Kapiolani Boulevard to the Project boundary. Such maintenance and any costs associated therewith shall be Common Expenses.

VIII. MANAGING AGENT.

Fiscal and administrative management of the Project and the physical management of the Common Elements (except for the Commercial Limited Common Elements and Commercial Unit Limited Common Elements) shall be conducted for the Association by a qualified, corporate Managing Agent who shall be appointed by the Association, in accordance with the Bylaws. The Condominium Management Agreement shall contain a requirement that the Managing Agent operate the Project at a Project Quality Standard and further provide for the right of the Board to terminate the Condominium Management Agreement if the Project is not operated or maintained at such standard by the Managing Agent.

IX. SERVICE OF LEGAL PROCESS.

The Resident Manager, appointed and employed by the Managing Agent or the Board, shall be authorized to receive service of legal process for and on behalf of the Association and the Board at the address of the Resident Manager, pursuant to the Act.

X. ALTERATION OF THE PROJECT.

A. **IN GENERAL.** This Article applies, except as otherwise provided by the FHA and except as otherwise provided in this Declaration. This Article 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 this Declaration, or as otherwise set forth herein or in the Bylaws. Any such restoration, replacement, construction, alteration, or addition must be made in accordance with complete plans and specifications that are first approved by the Board in writing. Promptly after the work is completed, the Association, Developer, or Owner must file the amendment along with any necessary changes to the Condominium Map. This Article does not apply to "**nonmaterial additions and alterations**" as that term is used in Section 514B-140 of the Act. Nothing in this Article (1) authorizes any work or change that would jeopardize the soundness, safety, or structural integrity of any part of the Project; (2) authorizes any work or change by an Owner that would materially change the uniform external appearance of the Project without the approval of the Board and the consent of the Commercial Director; (3) authorizes any work or change by the Board that would materially change the exterior of the Tower 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 or alterations required to address a claimed or potential defect.

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

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

Each Residential Unit Owner has the right, subject to the terms and provisions in the Condominium 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 Unit 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 partitions, walls, and structures from time to time within the perimeter walls of the Unit; provided that the initial enclosed living area of any Unit (as depicted on the Condominium Map) shall not be increased, including, without limitation, through the full or partial enclosure of any lanai or balcony;

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

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

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

5. 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 Tower, 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 Tower will not be adversely affected; any plumbing or other lines that may run behind any non-load bearing walls are not adversely affected; the finish of the remaining Common Elements are restored to substantially the same condition as prior to removal; and all construction activity is completed within a reasonable time. The Common Interest and Residential Unit Class Common Interest appurtenant to the single consolidated Unit shall equal the total of the Common Interest and Class Common Interest for the original Units and shall not affect the Common Interest or Class Common Interest appurtenant to any other Unit;

6. To install an electric vehicle charging station in the Unit Limited Common Element parking stall that is designated by Developer as electric vehicle ready; provided, however, that all utilities necessary to operate the station are separately provided to said station and metered, such installation does not unreasonably interfere with the use and enjoyment of the Project by any other Owner or Person with the right to such use and enjoyment, and that the Owner of the Residential Unit to which the Unit Limited Common Element parking stall is appurtenant is responsible for all costs associated with installing, operating, and maintaining the electric vehicle charging station. If an Owner wishes to remove any electric vehicle charging station from its Unit Limited Common Element parking stall, such Owner shall be responsible for the removal and remediation of the area; and

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

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

Each Commercial Unit Owner has the right, subject to the terms and provisions in the Condominium Documents, to make the following changes, additions, and Improvements solely within the Owner's Unit or within a Unit 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, partitions, and structures within the Unit from time to time;

2. To finish, change, or substitute any plumbing, electrical, or other fixtures attached to the ceilings, floors, or walls as appropriate for the use of the Unit;

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 Unit Limited Common Elements appurtenant solely thereto to facilitate handicapped accessibility to and within the Unit or its Unit 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 is restored to substantially the same condition as prior to removal; and all construction activity is completed within a reasonable time. The Common Interest and Class Common Interest of any newly-created Unit shall be the aggregate of the two (2) initially separate Units and shall not affect the Common Interest or Class Common Interest appurtenant to any other Unit; 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 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 and Class Common Interest for the newly-created Units must be equal to the Common Interest and Class Common Interest of the Unit that was subdivided. If an Owner subdivides a Unit, the Owner may decide whether one (1) or more than one (1) resulting Unit will have any special rights or easements that are appurtenant to the original Unit under this Declaration, or such Owner may assign some or all of those rights to either or both of the resulting newly-created Units.

Any material addition or alteration to a Commercial Unit or Limited Common Element appurtenant thereto shall require the approval of the Board 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. 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.

E. **BY THE BOARD**. The Board has the right to change the exterior appearance of the Project, without approval of the Association, but with the consent of the Commercial Director; provided that the cost of such change shall not exceed one million dollars ($1,000,000.00). During the Development Period, however, the Board may not pursue any such change without Developer's prior written approval.

F. **APPROVAL OF THE BOARD; CONDITIONS TO BOARD APPROVAL.** It is intended that the Tower present a uniform and attractive appearance in accordance with the Project Quality Standard. Accordingly, whenever any proposed modification, change, addition to, or alteration of any Unit or Limited Common Element appurtenant thereto will impact such appearance, the Owner(s) proposing such modification, change, addition, or alteration must submit a written request for Board approval, which request must include plans and specifications depicting or showing the proposed modification, change, addition, or alteration. The Board must respond to a request for approval within forty-five (45) calendar days after it receives such a request. The request will be deemed approved unless, within the forty-five (45) day period, the Board (i) disapproves the request, (ii) asks the Owner to make changes, or (iii) notifies the Owner that other Owners have challenged the request. The Board shall base its decision to grant or deny approval at least in part upon considerations of whether (and to what extent) the proposed modification, change, addition, or alteration will materially and adversely affect the exterior appearance of the Project. Except in connection with proposed modifications to accommodate Owners with disabilities or to comply with applicable law, if the Board or the Commercial Director determines that the proposed

modification, change, addition, or alteration will materially and adversely affect the uniform and attractive appearance of the exterior of the Project or is not consistent with the Project Quality Standard, the Board shall not grant approval. If the Board decides that a proposed modification, change, addition, or alteration will not materially and adversely affect the uniform and attractive appearance of the exterior of the Project and decides to permit the modification, change, addition, or alteration as consistent with the Project Quality Standard, the Board shall first provide all Owners with written notice, and the proposed modification, change, addition, or alteration shall not be implemented until the Owners shall have had an opportunity to challenge the determination. If challenged by any Owner, then the proposed modification, change, addition, or alteration will require the approval of Owners of Units holding no less than sixty seven percent (67%) of the Common Interest. The Board, in its sole discretion, may impose reasonable conditions upon the Board's approval of any modification, change, addition, or alteration over which it has approval authority under this Article, including, without limitation the following:

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

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

3. For modifications, changes, additions, alterations, and other work, the estimated cost of which shall exceed One Million and No/100 Dollars ($1,000,000.00), the Owner of the Unit provides a performance bond and a labor and materials payment bond in a face amount equal to one hundred percent (100%) of the estimated cost of the construction, naming the Board on behalf of the Association, the Owners, and their Lenders, as their respective interests may appear, as additional obligees. As an alternative, and under the appropriate circumstances, the Board may approve a written indemnity, in form and content acceptable to the Association, under which the Owner of the Unit agrees to indemnify and save harmless the Association, the Owners, and their Lenders, as their respective interests may appear, from and against any claims, demands or liability arising out of any failure by the Owner to pay all costs and expenses for any and all labor, materials, or supplies for any work performed in or to the Unit or appurtenant Limited Common Element. The Board may also consider alternative assurances.

4. The work is done by a Hawaii-licensed architect, engineer, or other construction professional.

5. Changes to the plans and specifications may not be made without Board approval.

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

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

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

H. **CONTRACTOR PARKING**. The Owner shall require such Owner's contractors, subcontractors, and anyone else performing the work, and their agents and independent contractors, to park offsite, unless otherwise permitted in the House Rules and/or by the Resident Manager.

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

J. **FACADE SIGNAGE; COMMERCIAL UNIT OWNERS AND DEVELOPER.** Each Commercial Unit Owner shall have the exclusive right for the benefit of its Commercial Unit, to install, maintain, repair, and replace (from time to time) signs and other displays on the exterior facade of the Parking Podium and the Commercial Unit or the Unit Limited Common Elements appurtenant solely thereto (individually, a "**Facade Sign**" and collectively, the "**Facade Signs**"), in a size and location as permitted by and subject to any zoning laws or other governmental requirements. The Facade Signs shall be consistent with the Project Quality Standard. Facade Signs shall be subject to any requirements and limitations established by Developer with respect to all aspects of Facade Signs (including, without limitation, the plans, specifications, and method of affixing the Facade Signs to the building and extending electrical service thereto, if applicable). All Facade Signs, to the extent not required to be insured by the Association, shall be insured at the exclusive cost of the Commercial Unit Owner installing such signage, unless insured by the Occupant of a Commercial Unit pursuant to the terms of the lease or other occupancy agreement. Any Commercial Unit Owner who exercises its right to install the Facade Sign pursuant to this Section shall be solely responsible for the lighting, installation, maintenance and replacement, of its Facade Sign, and liable for the costs and repair of any damage to the Project proximately caused by such installation, maintenance, and replacement. Developer or the Commercial Director may establish and administer any comprehensive sign criteria and shall assume all duties relating to Facade Signs, including, without limitation, approval thereof.

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

XI. COMMON EXPENSES; LIMITED COMMON ELEMENT EXPENSES; UNIT CLASS EXPENSES; LIEN.

The Board, acting on behalf of the Association, shall, from time to time, assess the Common Expenses against all the Units, Unit Class Expenses against all Units in a Unit Class, and costs against specific Units in a fair and equitable manner, and in accordance with the Act, this Declaration, and the Bylaws. All unpaid Assessments shall constitute a lien against the Unit to which such Assessment is attributed.

A. **COMMON EXPENSES.** Other than those profits or expenses directly attributable to the Limited Common Elements, and except as otherwise provided herein, the common profits and expenses of the Association shall be distributed among, and the Common Expenses, including, without limitation, all costs of the Resident Manager and, if any, salary expenses of all personnel, and the cost of any Resident Manager Unit, shall be charged to, the Owners. The costs of maintenance, repair, and replacement of the Common Elements, reserves for the Common Elements, and all other Common Expenses of the Common Elements shall be charged to the Owners in proportion to the Common Interest appurtenant to their respective Units, except as otherwise provided herein, in the Act or the Bylaws.

B. **LIMITED COMMON ELEMENT EXPENSES.** Profits and expenses attributable to Limited Common Elements shall be distributed or charged to the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant. If a Limited Common Element is appurtenant to more than one (1) Unit, then the Units shall share the cost in proportion to their relative Common Interests, as set forth in **Exhibit "B"** herein; provided that the Association may assess the costs of maintenance and upkeep of Residential Unit Limited Common Element parking stalls and/or storage lockers, if any, as a Residential Unit Class Expense. If there are certain Limited

Common Elements that the Association is responsible for maintaining, the Owners of the Units to which such Limited Common Elements are appurtenant shall be responsible for reimbursing the Association for any costs associated with such maintenance.

C. **UNIT CLASS EXPENSES**. Profits and expenses attributable to the Commercial Unit Class ("**Commercial Unit Class Expense**") and Residential Unit Class ("**Residential Unit Class Expense**") shall be allocated to the appropriate Unit Class based on the Unit Class Common Interest set forth in **Exhibit "B"**. The following specific expenses shall also be Residential Unit Class Expenses: (1) costs to support, maintain, and operate the Residential Limited Common Elements; (2) all costs of maintenance, repair, replacement, including reserves, of any equipment or apparatus servicing only the Residential Limited Common Elements; and (3) the cost of personnel exclusively servicing the Residential Units and their Limited Common Elements, if any. The following specific expenses shall also be Commercial Unit Class Expenses: (i) costs to support, maintain, and operate the Commercial Limited Common Elements; (ii) all costs of maintenance, repair, replacement, including reserves of any equipment or apparatus serving only the Commercial Limited Common Elements; and (iii) the cost of any personnel utilized to serve only the Commercial Units and their Limited Common Elements, if any.

D. **CERTAIN VENDOR COSTS; SEPARATE METERS**. If any services are provided to or if any costs are incurred for any Common Element where the respective direct allocation of such costs between Common Elements, Residential Limited Common Elements, and Commercial Limited Common Elements 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, Residential Limited Common Elements, and Commercial Limited Common Elements. If the vendor is unable to or refuses to meter usage or allocate costs, then the Board may unanimously agree to an Alternative Allocation of such Special Costs between the Commercial Unit Class and Residential Unit Class. In arriving at such agreement, the Board may engage the services of a professional engineer or other professional to provide his/her opinion of a fair allocation. If the Board is unable to agree on such allocation (a "**deadlock**"), notwithstanding anything contained in this Declaration to the contrary, the matter will be submitted to binding arbitration unless the Board unanimously agrees otherwise. In the event of a deadlock, any Board member may initiate arbitration to resolve the deadlock by providing written notice of such desire to each Board member. The Board shall have a period of twenty (20) calendar days following the date notice is given to agree by a majority of the Board on a single arbitrator who shall be a professional engineer or other professional to resolve the deadlock, and if the Board fails to do so, then the arbitrator shall be determined by application to DPR (or similar alternative dispute resolution services if DPR ceases to exist), in which event the arbitration shall be administered by DPR pursuant to its Protocols for Arbitration of Disputes (or the arbitration rules and proceedings of such similar dispute resolution service if DPR ceases to exist). The costs of the arbitration shall be a Common Expense. The decision of the arbitrator shall be final and binding on the Board and the Owners, and a judgment on the arbitrator's decision may be entered by any court having jurisdiction.

E. **OTHER EXPENSES**. All charges, costs, and expenses incurred by the Association which are necessitated by the negligence, misuse, or neglect of any Owner or Occupant or any Person under either of them, to the extent not covered by insurance, may be charged to such Owner or the Owner of the Unit of such Occupant, as a special assessment, secured by the lien created under this Article pursuant to the provisions of Section 514B-143(d) of the Act.

F. **ASSESSMENT OF EXPENSES**. Assessments shall be levied at such time as the Board adopts the budget for the calendar year in question. The Board shall mail to each Owner, at the address shown in the records of the Association, a written statement setting forth the amount of the Assessment against the Unit. Except as otherwise provided herein or in the Act, all sums assessed by the Association but unpaid constitute a lien on the Unit prior to all other liens, except only: (1) liens for taxes and assessments lawfully imposed by a governmental authority against the Unit, and (2) all sums unpaid on Mortgages filed prior to the filing of a notice of lien by the Association, and costs and expenses, including attorneys' fees, provided for in such Mortgages.

G. **COLLECTION OF ASSESSMENTS**. When the Lender or other purchaser of any Unit acquires title to such Unit as a result of the remedies provided in the Mortgage, foreclosure of the Mortgage, or a private sale or deed in lieu of foreclosure, such Lender or such other purchaser, as the case may be, and their respective heirs, devisees, personal representatives, successors, and assigns, shall not be liable for the share of the Common Expenses or Assessments chargeable to such Unit which became due prior to such acquisition of title. Subject to the right of the Board to specially assess the amount of the unpaid regular monthly Assessments for Common Expenses against

an Owner pursuant to the provisions of Section 514B-146(g) of the Act (other than purchasers who hold a first Mortgage filed prior to the filing of a notice of lien): (1) the unpaid share of Common Expenses shall be deemed Common Expenses collectible from all of the Owners, including such Lender or such other purchaser of a Unit with the unpaid share of Common Expenses and their respective heirs, devisees, personal representatives, successors, and assigns, (2) the unpaid share of Unit Class Expense shall be deemed collectible from all of the Owners in the particular Unit Class, including the purchasing Lender or purchaser of the Unit with the unpaid share of such Unit Class Expenses and their respective heirs, devisees, personal representatives, successors and assigns, (3) the unpaid share of Special Costs shall be deemed collectible from all of the Owners to which such Special Costs are applicable, including the purchasing Lender or purchaser of the Unit with the unpaid share of such Special Costs and their respective heirs, devisees, personal representatives, successors, and assigns, and (4) the unpaid share of Limited Common Expenses shall be deemed collectible from all of the Owners to which such Limited Common Expenses are applicable, including the purchasing Lender or purchaser of the Unit with the unpaid share of such Limited Common Expenses and their respective heirs, devisees, personal representatives, successors, and assigns.

No Owner shall be exempt from liability for the Owner's contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Owner's Unit.

H. **ASSESSMENT LIEN**. All unpaid Assessments shall constitute a lien against the Unit to which such Assessment is attributed. The lien may be foreclosed by action by the Managing Agent or Board, acting on behalf of the Association, in like manner as a Mortgage of real property. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the Unit during the pendency of such action, and the Association shall be entitled to the appointment of a receiver to collect the same. The Managing Agent or Board, acting on behalf of the Association, may, unless otherwise prohibited in this Declaration, bid on the Unit at the foreclosure sale, and acquire and hold, lease, Mortgage, and convey the same. Action to recover a money judgment for unpaid Common Expenses and other Assessments shall be maintainable without foreclosing or waiving the lien securing the same.

Prior to foreclosing upon such lien, the Board, or an attorney retained by the Board, or Managing Agent shall provide thirty (30) calendar days prior written notice of its intention to foreclose, unless a different notice period is otherwise provided for by Chapter 667 of the Hawaii Revised Statutes, by mailing such notice, postage prepaid, to the last known address of all Persons having an interest in such Unit as shown in a title report pertaining to the Unit, which title report shall be dated not more than sixty (60) calendar days prior to the date of any such notice, including, but not limited to, any holder or insurer of a Mortgage of any interest in such Unit.

I. **INTEREST IN COMMON EXPENSE FUNDS NOT SEPARATELY ASSIGNABLE**. The proportionate interest of each Owner in any capital contributions, custodial fund, or maintenance reserve fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such Unit even though not expressly mentioned or described in the conveyance thereof. In case the Project shall be terminated or waived, said capital contributions, custodial fund, or maintenance reserve fund remaining after full payment of all Common Expenses of the Association shall be distributed to all Owners in their respective proportionate shares except for the Owners of any Units then reconstituted as part of a new condominium property regime.

XII. INSURANCE.

A. **INSURANCE GENERALLY**. The Association shall obtain and maintain the insurance required by this Article with the exception of the insurance coverage to be obtained by the Owners pursuant to **Section XII.B.3** and **Section XII.F** below and provided, however, that the terms and conditions of the insurance obtained and maintained by the Association shall comply with the insurance requirements of Project Lender, if any. Each policy may be separate, or the Association may purchase one or more commercial package policies; provided such package policy allocates the amount of coverage from time to time required hereunder or shall otherwise provide the same protection as would a separate policy insuring only the Project. Until the end of the Developer Control Period, Developer shall have the rights of the Association and/or the Insurance Trustee provided herein.

1. **SOURCE OF THE INSURANCE**. The Association shall purchase the insurance.

2. **QUALIFIED INSURANCE COMPANIES**. Each insurance company must be licensed to do business in the State of Hawaii except for (a) federal flood insurance and other government insurance programs, and (b) insurance not available, or not available at a reasonable price from a company licensed in the

State of Hawaii. Each insurance company must have a financial rating of A-VII or better according to Best's Insurance Report. If the insurance cannot be obtained from a company having that rating, or if the Board decides that the cost is too high, then the Association may buy the insurance from any financially sound company of recognized responsibility.

3. **ADDITIONAL INSURANCE**. The Board has the right and power to increase coverage or to obtain better terms than those stated in this Article if the Board decides that it is necessary or is in the best interests of the Association. The Board may also buy other kinds of insurance even if they are not described in this Article.

4. **SUMMARY OF INSURANCE POLICIES**. Each insurance policy obtained by the Association to provide the coverage required under this Article shall be summarized in writing, in layman's terms, at the inception and renewal of the insurance policy. The summary shall include the type of insurance policy, a description of the coverage and the limits thereof, amount of annual premium, and renewal dates. The Board shall provide this information to each Owner.

5. **YEARLY REVIEW OF INSURANCE PROGRAMS**. The Board must review the adequacy of its entire insurance program at least yearly. The Managing Agent must furnish an analysis of (a) the insurance needs of the Association and the Owners; and (b) the adequacy of the existing insurance policies to meet those needs. The Board shall review this analysis and then make any changes in the insurance program that it deems necessary or appropriate. All Board decisions are final provided such decisions align with but, notwithstanding anything to the contrary, are not less than the insurance requirements of Project Lender, if any. The Board must report in writing its conclusions and the action taken after its review.

6. **LIABILITY FOR INSURANCE DECISIONS**. The Board will not be liable for any decision it makes regarding insurance unless it was grossly negligent or guilty of intentional misconduct. Likewise, neither Developer, the Managing Agent, nor the Representative of any of the foregoing will be liable except for their gross negligence or intentional misconduct regarding any decisions pertaining to insurance.

7. **INSPECTION AND COPIES OF INSURANCE POLICIES**. Any Owner (and anyone having executed a contract to buy a Unit) may inspect copies of the Association's insurance policies at the office of the Managing Agent. If asked to do so, the Board will furnish a copy of any policy, or a current certificate of insurance, to any Lender that has a first Mortgage on a Unit. The Lender must pay a reasonable fee for the copy.

8. **NOTICE OF CHANGES IN INSURANCE**. The Association will send notice to the Owners, Project Lender, if any, and Lenders if:

a. The Association's policy of property insurance under **Section XII.B** or liability insurance under **Section XII.D** has lapsed, has been canceled, or will not be renewed unless replacement coverage will be in effect before the policies lapse or are canceled; or

b. There is a significant adverse change in the coverage of those policies (for example, a significant reduction in the policy limits or a substantial increase in the deductible).

c. The Association must send any notice required by this Section by first-class mail and as soon as reasonably possible.

B. **PROPERTY INSURANCE**. The Association must buy and keep in effect at all times a policy of property insurance. This is referred to as the "**Policy**" in this Section.

1. **WHO IS INSURED**. The Policy must name the Association, as trustee for all Owners, Project Lender, if any, and any Lenders, as the insured. Developer must also be named as an insured during the Development Period.

2. **REQUIRED COVERAGE**. Except for those items set forth in **Section XII.B.3** below which are required to be covered by an Owner, the Policy must insure all Units, Common Elements, and all common personal property belonging to the Association. The Policy must be in a total amount not less than the full insurable

replacement cost of the insured property with no co-insurance, less commercially reasonable deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date. Replacement costs shall be evaluated and updated, at a minimum, annually and at the time of each renewal. The Policy shall not cover any Improvements and betterments or personal property in a Unit after the time a Certificate of Occupancy is issued for such Unit. The cost of replacement of such items shall be the sole responsibility and expense of the Owner of such Unit. Additionally, the Policy shall not cover any loss of use or loss of rent involving any Unit. This will be the sole responsibility and expense of the Owner of such Unit. The Policy need not cover land, foundation, excavation, and other items normally excluded from such coverage.

3. **OWNER HAZARD COVERAGE REQUIRED.**

a. Each Owner of a Residential Unit is solely responsible, at such Owner's sole expense, for obtaining and maintaining a personal home insurance policy of Type HO-6 or an equivalent policy that provides customary coverage for liability and for such Owner's personal property, Improvements and betterments, and other portions of the Residential Unit that are not covered under the Policy.

b. Each Owner of a Commercial Unit is responsible, at such Owner's sole expense, for obtaining and maintaining insurance coverage for personal property, Improvements and betterments, and other items within such Commercial Unit to the extent that such items or personal property are not covered under the Policy and such insurance policy may include business interruption coverage for loss of rents, as applicable.

c. In addition to the insurance obtained under this Section, a Commercial Unit Owner(s) may purchase, for the benefit of the Commercial Unit Owner(s), supplemental all-risk of physical loss insurance coverage insuring the Commercial Unit and its Limited Common Elements, the proceeds of which shall be paid to, and be for the exclusive use of, and administered by, the Commercial Unit Owner(s). Notwithstanding such coverage, the Policy shall remain the primary insurance for those matters required to be insured against pursuant to **Section XII.B.2** above. The liability of carriers issuing the Policy shall not be affected or diminished by reason of any such supplemental insurance obtained by the Commercial Unit Owner(s).

d. Each Owner may also be required, at such Owner's own expense, to obtain additional insurance coverage as may be determined pursuant to the provisions of Section 514B-143(g) of the Act.

e. To the fullest extent permitted by law and provided such waiver is available in the commercial marketplace, any policy obtained pursuant to this Section must provide that the insurance company waives any right of subrogation to any right of the Persons insured by the Policy as against the Association, the Board, the Managing Agent, Developer, the Owners, and the Representatives of each of the foregoing.

4. **FORM OF POLICY**. The Policy must comply with all requirements of Project Lender, if any, and cover the perils insured under ISO special causes of loss form (CP 10 30) or its equivalent. A "special form policy" typically insures against the following: fire, lightning, windstorm, hail, smoke, explosion, civil commotion, riot and riot attending strike, aircraft and vehicle damage, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, breakage of glass, falling objects, water damage, collapse of structure, and direct physical loss. If the Project is located in an area prone to earthquakes, tsunamis, flood, windstorm, named storms, storm surge or hurricanes, the Association must also buy insurance for such risks available at a reasonable cost or in form and amounts as required by Project Lender, if any.

5. **ADDITIONAL COVERAGE**. The Policy must contain an agreed amount endorsement or waive any co-insurance requirement. The Policy must cover terrorism, ordinance or law, boiler and machinery/equipment breakdown and must provide rental loss and/or business income interruption insurance with, as respects loss of income, an endorsement or provision containing an extended period of indemnity of not less than eighteen (18) months and, as respects rental insurance, in an amount equal to one hundred percent (100%) of the projected gross income from operations.

6. **REQUIRED AND PROHIBITED PROVISIONS**. Unless the Board decides the cost is unreasonably high, provided any such Board decision aligns with the insurance requirements of Project Lender, if any, the Policy, at minimum, must provide as follows:

a. The Policy must not relieve the insurance company from liability because of any increased hazard on any part of the Project, not within the control or knowledge of the Association, the Board, Developer, the Managing Agent, any Owner, or any Persons under any of them.

b. The Policy must not permit the insurance company to cancel or substantially change the Policy or the coverage (whether or not asked by the Board) unless the insurance company gives written notice of the cancellation or change at least thirty (30) calendar days in advance. The insurance company must send the notice to the Board and the Managing Agent. The Board will send a copy to Project Lender, if any, and each Lender and any other Interested Person who has, in either case, requested a copy of any such notice and has provided the Board with an address for such notice.

c. The Policy must provide that the insurance company waives any right of subrogation to any right of the Persons insured by the Policy as against the Association, the Board, the Managing Agent, Developer, the Owners and the Representatives of each of the foregoing.

d. The Policy must provide that the insurance company waives any right to deny liability because any Unit or Units are vacant.

e. The Policy must not limit or prohibit any Owner from buying other insurance for the Owner's own benefit. It must also provide that the liability of the insurance company will be primary and will not be affected by any such other insurance, and that the insurance company cannot claim any right of set off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner.

f. The Policy must provide that any loss will be settled by (i) the insurance company, (ii) the Board, and (iii) any Lender having a Mortgage on the Project or on a Unit directly affected by the loss.

g. The Policy must contain a standard "mortgagee clause." This protects the rights of Lenders. Unless it cannot be reasonably obtained, the mortgagee clause must:

i. Name as an insured Project Lender and any Lender whose name has been furnished to the Board and to the insurance company;

ii. Provide that any reference to a Lender in the policy includes all Lenders, in their order of priority, named in the Policy;

iii. Provide that any act or neglect of the Association, the Board, or any Owner or Occupant will not release the insurance company from its duties to the Lender; and

iv. Provide that the insurance company waives:

(a) any right to deny coverage for the Lender's benefit because the Lender unknowingly fails to notify the insurance company of any hazardous use,

(b) any requirement that the Lender pay any policy premium (provided, however, the Lender may pay any premium due if the Association fails to do so on time), and

(c) any right to contribution from the Lender.

h. The Policy must provide that if there is a loss to the Project and a single payment by the insurance company exceeds Two Hundred Thousand and No/100 Dollars ($200,000.00), then the proceeds must be paid to the Insurance Trustee. The Insurance Trustee shall be required to make the proceeds of the Policy available pursuant to the provisions of **Section XIII.A** and **Section XIII.D** of this Declaration. The Policy must also require that the insurance company recognize the insurance trust agreement referred to in **Section XIII.H** of this Declaration. Whenever insurance proceeds are deposited with an Insurance Trustee, the Association must promptly notify each Lender listed in the Association's records of ownership.

C. **FLOOD INSURANCE**. The Project is located in Flood Zone (X), being a low to moderate risk area. Accordingly, flood insurance is not federally required for the Project. The Association may buy a policy of flood insurance if available at a reasonable cost.

D. **LIABILITY INSURANCE**. The Board shall procure and maintain in effect commercial general liability insurance and, if necessary, commercial umbrella insurance written as follows or alternatively with a form that provides coverage that is at least as broad as the primary insurance policies, commercial vehicle insurance, workers' compensation and employer's liability insurance. In this Section, the commercial general liability insurance and commercial umbrella insurance are together called the "**Liability Policy**".

1. **WHO IS INSURED**. The Liability Policy must cover all Owners, the Board, the Association, the Managing Agent and, during the Development Period, Developer and each of their Representatives against claims for personal injury, bodily injury, death, and property damage. The Liability Policy must name Owners and their Representatives as additional insureds and the policy must include coverage for terrorism. To evidence compliance with this requirement, the Board will obtain a certificate of insurance and provide a copy to the Commercial Unit Owner(s). During such time that Developer is an Owner, the liability policy must name as additional insureds Developer, and such additional insureds as Developer shall direct from time to time and the Representatives of all of the foregoing. To the extent commercially reasonably available, the certificate shall also provide that not less than thirty (30) calendar days' notice of cancellation or decrease in coverage shall be given to the Commercial Unit Owner(s). To the fullest extent permitted by law, any policy obtained pursuant to this Section must provide that the insurance company waives any right of subrogation to any right of the Persons insured by the Policy as against the Association, the Board, the Managing Agent, Developer, the Owners and the Representatives of each of the foregoing.

2. **REQUIRED COVERAGES**. The Liability Policy must include coverage provided by a broad form comprehensive general liability endorsement and coverage against claims for personal injury, bodily injury, and death or property damage occurring upon, in or about the Property, provided on an "occurrence" form. The combined limits must not be less than FIVE MILLION DOLLARS ($5,000,000) in the aggregate (which limits must be dedicated to the Project and can be provided by any combination of primary and umbrella coverage) , and FIVE MILLION DOLLARS ($5,000,000) per occurrence; provided that the limits may be evaluated annually by the Board based on upon industry standards for similar projects in the County. The Liability Policy should provide coverage for premises and operations, products and completed operations, if any, and, if available, independent contractors, blanket contractual liability for insured contracts and also bodily injury (including death) and property damage that results from the operation, maintenance, or use of the Common Elements and, if applicable, commercial vehicle liability (owned, hired and non-owned vehicles). The Board must also provide workers' compensation with statutory limits and employer's liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000).

3. **REQUIRED AND PROHIBITED PROVISIONS**. Unless the Board decides the cost is unreasonably high, provided any such Board decision aligns with the insurance requirements of Project Lender, if any, the Liability Policy, at minimum, must provide as follows:

a. The Liability Policy must not limit or prohibit any Owner from buying other liability insurance for the Owner's own benefit.

b. The Liability Policy must not relieve the insurance company from liability because of any unintentional act or neglect of the Association, the Managing Agent, Developer, the Board, the Owners and Occupants, or any Person under any of them.

c. The Liability Policy must provide that the insurance company waives any right of subrogation to any right of the Persons insured by the Liability Policy as against the Association, the Board, the Managing Agent, Developer, the Owners, and any of their Representatives.

d. The Liability Policy must contain a "cross-liability" endorsement.

e. The Liability Policy must contain a "severability of interest" provision.

f. The Liability Policy must not permit the insurance company to cancel or substantially change the Liability Policy or the coverage (whether or not asked by the Board) unless the insurance company gives written notice of the cancellation or change at least thirty (30) calendar days in advance. The insurance company must send the notice to the Board (Association). The Board will send a copy to every Lender, the Managing Agent, and, during the Development Period, Developer and, and any other Interested Person who has, in either case, requested a copy of any such notice and provided the Board with a mailing address.

4. **OPTING-OUT**. Notwithstanding anything herein contained, the Commercial Unit Owners (acting unanimously) may elect, at any time and from time to time, by notice to the Association, to obtain on their behalf (and not on a shared basis with the Association) commercial general liability insurance and the commercial umbrella insurance set forth above, in which event (a) the Commercial Unit Owners shall pay for such insurance and the costs and benefits thereof shall not be shared; (b) the Commercial Unit Owners shall provide to the Association upon its request, and in any event, not less than once every twelve (12) months, with reasonably satisfactory evidence of such coverage; (c) the insurance coverage provided by the separate policies maintained by the Commercial Unit Owners must be substantially equivalent (to provide coverage for the Commercial Unit Owners' exposure) to the coverage that would have been required to be maintained by the Association for the benefit of all Owners if the Commercial Unit Owners had not made such election; and (d) in the event that the Commercial Unit Owners have elected to obtain on their behalf such insurance, then with respect to such Commercial Unit Owners, the coverages maintained by the Association as set forth in this Section shall be limited to covering the Residential Unit Owners, the Board, the Association, and each of their Representatives and the Commercial Unit Owners shall have no obligation to pay any portion of the cost of such liability insurance coverage maintained by the Association.

E. **DIRECTORS' AND OFFICERS' LIABILITY INSURANCE.** The Board shall procure and maintain a policy insuring, to the extent allowed by law, each person who is or was a Director, Officer, agent, or employee of the Association against all liability in connection with any claim made against him or her as a result of his or her holding that position, including, without limitation, any claim that would be covered under employment practices liability insurance. This is called the "**D&O Policy**" in this Section. The D&O Policy must also cover anyone who serves, at the request of the Association, as a Director, Officer, employee, or agent. The Board will determine the D&O Policy coverages and limits from time to time provided any such determination shall not be less than the insurance requirements of Project Lender, if any. If it can be obtained at a reasonable cost, the D&O Policy must provide coverage to the extent permitted by law for any proceeding whether it is civil or criminal, administrative or investigative. The D&O Policy must cover any expense actually and reasonably incurred. This includes, but is not limited to, attorneys' fees, court costs, and payment of any judgments, fines, and settlements. The Board may decide to buy insurance to cover circumstances where direct reimbursement is not required by law.

F. **RESIDENTIAL AND COMMERCIAL UNIT LIABILITY AND OTHER INSURANCE.** A Residential Unit Owner who operates a home-based business in his or her Unit is also responsible for obtaining a commercial general liability policy with coverage that is customary for operations of its size and character, and the Association and its Representatives shall be named as an additional insured on such policy. The Owner of each Commercial Unit is also responsible for obtaining (i) a commercial general liability policy with coverage that is customary for operations of its size and character; (ii) worker's compensation insurance and employer's liability insurance covering all personnel employed by such Commercial Unit Owner; and (iii) during any period in which significant construction, alterations, repairs, or reconstruction are being undertaken by such Commercial Unit Owner, builder's risk insurance covering the total completed value including any "**soft costs**" with respect to the Improvements being constructed, altered, repaired, or reconstructed (on a completed value, non-reporting basis) by such Commercial Unit Owner, replacement cost of work performed and equipment, supplies, and materials furnished in connection with such construction or repair of Improvements or equipment, together with such "**soft cost**" endorsements and such other endorsements as the Board may reasonably determine, and commercial general liability, workers' compensation and automobile liability insurance with respect to the services provided by the contractor and all such policies, except builder's risk, shall have limits of not less than THREE MILLION DOLLARS ($3,000,000) per occurrence including any combination of primary and umbrella policy limits. The Association, the Board and each of their Representatives shall be named as an additional insured on all such policies, and the Commercial Unit Owner shall, promptly upon request, provide the Board with a certificate evidencing the required coverage. The Association shall be entitled to receive at least thirty (30) calendar days prior written notice before the termination or material change of any such policy. To the fullest extent permitted by law,

any policy obtained pursuant to this Section must provide that the insurance company waives any right of subrogation to any right of the Persons insured by the Policy as against the Association, the Board, the Managing Agent, Developer, Lenders, Project Lender, if any, and the Representatives of each of the foregoing. FAILURE OF THE BOARD TO REQUEST OR VERIFY INSURANCE DOES NOT RELIEVE THE OWNER OF THESE INSURANCE REQUIREMENTS.

G. **FIDELITY INSURANCE.** To the extent reasonably available, blanket fidelity bond or crime insurance shall be required to be maintained by the Board for all Officers, Directors, managers, trustees, agents, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for their services. Where the Board has delegated some or all of the responsibility for the handling of funds to the Managing Agent, such Managing Agent shall be covered by its own fidelity insurance policy which must provide the same coverage as fidelity insurance maintained by the Board. Except for fidelity insurance that a Managing Agent obtains for its personnel, all other fidelity insurance policies shall name the Association as the insured and premiums will be a Common Expense. Fidelity insurance obtained by the Managing Agent shall name the Association as an additional insured. The total amount of fidelity coverage required shall be sufficient to cover the maximum funds (including reserve funds) that will be in the custody of the Association or Managing Agent at any time while the fidelity insurance policy is in force, but must at least equal the sum of three (3) months aggregate Assessments on all Units within the Project plus any reserves or shall otherwise be in form and amounts as required by Project Lender, if any. Fidelity insurance policies shall contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of "**employees**", or similar terms or expressions. The fidelity insurance policies shall provide that they cannot be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) business days' prior written notice to the Association, any Insurance Trustee and all Eligible Mortgage Holders.

H. **SUBSTITUTE INSURANCE COVERAGE.** Any insurance coverage specified in this **Article XII** shall be subject to availability on commercially reasonable terms with reputable insurance companies authorized to do business in the State of Hawaii. Where such coverage is not available, or is not available on commercially reasonable terms, then the Board shall substitute such other insurance coverage as is acceptable to Project Lender, if any, or if there is no Project Lender, to institutional lenders for units in projects similar in construction, location, and use to the Project. The Board may accept deductibles, uninsured retention, and co-insurance as it chooses in its business judgment. Any amount paid on account of any deductible uninsured retention, or co-insurance will be a Common Expense; provided that if a loss results from the negligence or willful misconduct of an Owner, then the Association may charge the amount to the Owner as provided in the Bylaws; provided further that, in the case of an opt-out pursuant to **Section XII.D.4**, then the Commercial Unit Owners or shall have no obligation to pay any portion of the cost of such amount paid on account of any deductible uninsured retention or co-insurance.

I. **FAILURE OF UNIT OWNER TO OBTAIN INSURANCE.** If an Owner shall fail to obtain insurance for his or her Unit as may be required by this Declaration and the Bylaws, the Board is hereby authorized to obtain such insurance for the Unit, the expense of which shall be charged to the Owner. Such expense shall be secured by a lien on the Unit and may be foreclosed in a like manner to a lien for Common Expenses.

J. **INSURANCE PRIOR TO FIRST CERTIFICATE OF OCCUPANCY.** Notwithstanding anything in this **Article XII**, prior to the issuance of the first Certificate of Occupancy for a Residential Unit, the insurance requirements specified in this **Article XII** shall not be applicable and insurance coverage shall be maintained as Developer deems appropriate or as otherwise required by Project Lender, if any.

K. **WAIVER OF THE RIGHT OF SUBROGATION.** NOTWITHSTANDING ANYTHING PROVIDED IN THIS DECLARATION, EACH OWNER, THE ASSOCIATION, THE BOARD, DEVELOPER, LENDERS, PROJECT LENDER, IF ANY, AND EACH OF THEIR REPRESENTATIVES, HEREBY RELEASE (FOR THEMSELVES AND, TO THE EXTENT LEGALLY POSSIBLE TO DO SO ON BEHALF OF THEIR INSURERS AND THEIR RESPECTIVE REPRESENTATIVES) EACH OTHER AND THEIR REPRESENTATIVES, FROM ANY LOSS, DAMAGE OR LIABILITY FOR ANY CLAIMS WITH RESPECT TO OR ARISING FROM PERSONAL INJURY, BODILY INJURY, DEATH AND PROPERTY DAMAGE WHICH LOSS, DAMAGE, OR LIABILITY IS CAUSED BY A RISK OF THE TYPE GENERALLY COVERED BY POLICIES OF INSURANCE OF THE TYPE REFERRED TO AND REQUIRED TO BE OBTAINED PURSUANT TO THIS **ARTICLE XII**, EVEN IF DUE TO THE NEGLIGENCE OF A PARTY AND PROVIDED

THAT THIS SECTION REMAINS SUBJECT TO THE BOARD'S RIGHTS UNDER SECTION 514B-143(d) OF THE ACT WITH RESPECT TO THE ASSESSMENT AND PAYMENT OF THE DEDUCTIBLE. THIS SECTION RELEASES A PARTY FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE, SUBJECT TO ANY LIABILITY UNDER SECTION 514B-143(d) OF THE ACT.

XIII. INSURED DAMAGE OR DESTRUCTION.

This Article applies if all or any part of the Project is damaged or destroyed and if the damage or destruction is covered by insurance procured by the Association. If this happens, then the Association or the Insurance Trustee will use the insurance proceeds as provided in this Article. In this Article, "**proceeds**" means any money paid by an insurance company for a loss under an insurance policy paid for by the Association. Any restoration or repair of the Project shall be performed substantially in accordance with this Declaration and the original plans and specifications, or if reconstruction in accordance with said plans and specifications is not permissible under the laws then in force, in accordance with such modified plans and specifications as shall be approved by the Board and any Lender holding a Mortgage on a Unit directly affected thereby, and in compliance with this Declaration. Notwithstanding anything contained in this Declaration to the contrary, this Declaration and the Bylaws shall not give an Owner or any other party priority over any rights of Lenders pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards.

A. **DAMAGE TO A UNIT**. Excluding damage insured under **Sections XII.B.3.a** and **XII.B.3.b**, if any Residential Unit, Commercial Unit, and/or their appurtenant Limited Common Elements are damaged, the Board shall hire one (1) or more contractors to rebuild or repair such damaged areas according to their design just before the damage occurred. The repairs will include those items covered by the Policy. If the Board cannot repair such damaged areas according to their design just before the damage occurred (for example, if changes in the law prevent it), then the Association will rebuild or repair the Residential Unit, Commercial Unit, and/or their appurtenant Limited Common Elements according to a new design. The new design must comply with this Declaration and with all laws then in effect. Any modified plans and specifications must first be approved by the Board, the Owner, Project Lender, if any, and by any Lender holding a Mortgage on any Unit that is directly affected. If only one (1) or more of the Commercial Units and/or their appurtenant Limited Common Elements are damaged, the Commercial Director, at his or her election, may cause the same to be rebuilt in accordance with the requirements of this Declaration, in which event the Association or the Insurance Trustee shall make the proceeds of the Policy available for such purposes subject to the requirements of **Section XIII.D**.

B. **DAMAGE TO COMMON ELEMENTS**. The Board shall hire one (1) or more contractors to repair or rebuild all damaged Common Elements. The Common Elements shall be rebuilt according to their design just before the damage occurred. If the Board cannot repair such damaged areas according to their design just before the damage occurred (for example, if changes in the law prevent it), then the Association will rebuild or repair the Common Elements according to a new design. The new design must comply with all laws then in effect. Any modified plans and specifications must also be approved by the Board, as required by the Condominium Documents, Project Lender, if any, and any Lender having a Mortgage on any Unit that is directly affected.

1. **USE OF PROCEEDS IF UNIT NOT REPAIRED OR REBUILT**. It is possible that the modified plans and specifications will not provide for rebuilding or repairing a particular Unit or its Limited Common Elements. Also, if applicable law and this Declaration allow it, the Association may decide not to rebuild or repair a particular Unit or its Limited Common Elements. In either case, the Association or the Insurance Trustee will use the insurance proceeds as follows:

a. Proceeds will be applied first to pay that Unit's share of the cost of debris removal;

b. The part of the insurance proceeds allocable to that Unit and/or its Limited Common Elements will be paid to the Owner of the Unit and to any Lender having a Mortgage on that Unit, as their interests may appear.

C. **SHORTFALL OF INSURANCE PROCEEDS**. The Association or the Insurance Trustee will use insurance proceeds to pay any contractor hired pursuant to this **Article XIII**. Payments will be made as and when required by the construction contract and this **Article XIII**. If there are not enough insurance proceeds to pay

the full cost to repair and/or rebuild the Common Elements, then the Board is expressly authorized to pay the shortfall from the applicable replacement reserve fund for the Common Elements and Limited Common Elements, as the case may be. If a replacement reserve fund is not adequate, the Board must (1) determine the amount of the remaining shortfall attributable to such reserve fund, and (2) charge a special assessment to each Unit required to contribute to such reserve fund except for Units that are not being rebuilt or repaired. Any special assessment for a Common Element reserve shortfall shall be paid by each Owner according to their Common Interest, any Limited Common Element reserve shortfall shall be paid as a Residential Unit Class Expense or Commercial Unit Class Expense, as applicable, which shall be adjusted as set forth in **Section XIV.B** below where necessary to account for any Units that are not being rebuilt or repaired. The Association will also charge a special assessment to the Owner of any Unit for any costs in excess of the insurance proceeds for rebuilding or repairing such Owner's Unit and/or the Unit Limited Common Elements appurtenant solely to the Unit (but not including any Common Elements within any Unit).

D. **DISBURSEMENT OF INSURANCE PROCEEDS**. The Association or the Insurance Trustee will pay the cost of the work (as estimated by the Board) from time to time or at the direction of the Board as the work progresses. All insurance proceeds shall be applied first to rebuild, repair, and/or replace any insured damage before the payment of any legal fees by the Association or the Insurance Trustee. Notwithstanding the foregoing, the Association or the Insurance Trustee shall make the proceeds of the Policy available to Developer pursuant to the provisions of **Section XIII.A**. If an Insurance Trust is required, then the Insurance Trustee will make payment only if these conditions are met:

1. An architect or engineer (who may be an employee of the Board) experienced in managing this type of work must be in charge of the work.

2. Each request for payment must be given to the Insurance Trustee at least seven (7) calendar days in advance. It must include a certificate signed by the architect or engineer. The certificate must state that:

a. All of the work completed complies with the approved plans and specifications,

b. The amount requested is justly required to reimburse the Board or Developer (based on construction of the Project) for payments by the Board or Developer to, or is justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects or other Persons providing services or materials for the work (giving a brief description of those services or materials), and

c. When the amount requested is added to all sums previously paid by the Insurance Trustee, the total does not exceed the value of the work done as of the date of the certificate.

3. Each request must include releases of liens. The releases must:

a. Be satisfactory to the Insurance Trustee, and

b. Cover the work for which payment or reimbursement is being requested.

4. Each request must include a search prepared by a title company or licensed abstractor or by other evidence satisfactory to the Insurance Trustee, that nobody has filed with respect to the Property any mechanics' or other lien or instrument for the retention of title with respect to any part of the work not discharged of record or that will not be discharged of record by payment with a recordable release of lien exchanged for such payment.

5. If the work is finished, then the request for any payment must include a copy of any certificate or certificates required by law to make it legal to occupy the Property. This includes, for example, a Certificate of Occupancy in the case of any Unit.

6. The fees and expenses of the Insurance Trustee, as agreed by the Board and the Insurance Trustee, shall be paid by each Owner according to their Common Interest. The Insurance Trustee may pay these fees and expenses from any proceeds it holds from time to time.

7. The Insurance Trustee may establish any other reasonable conditions to payment if they are not inconsistent with the conditions listed in this Section.

E. **EXCESS INSURANCE PROCEEDS**. "**Excess proceeds**" paid under an insurance policy procured and maintained by the Association are proceeds that remain after the cost to rebuild or repair damage has been paid. Any excess proceeds will be paid to the Owners and their Lenders in proportion to their Common Interest.

F. **RELEASE OF CLAIMS**. To the extent that the Association's insurance covers any loss, damage, or destruction to any part of the Project, the Association and the Owners will have no claim or cause of action for that loss, damage, or destruction against the Managing Agent, the Association, or any of their Representatives or against any Owner (except for any special assessment charged under **Section XIII.C**) or any Person under any of them. To the extent that any loss, damage, or destruction to the property of any Owner or anyone under the Owner is covered by insurance purchased by that Owner, the Owner will have no claim or cause of action for that loss, damage, or destruction against the Association, Developer, the Managing Agent or any other Owner, or any Person under any of them, or any of their Representatives.

G. **RESTORATION**. In the event of an insured casualty or loss of all or any part of the Project, the Project or such portion thereof will be repaired, rebuilt, and restored as provided in this **Article XIII** and except as provided herein, no vote of the Owners is required to approve the rebuilding, repairing, or restoring of the Project. Restoration of the Project with less than all of the Units after casualty or condemnation may be undertaken by the Association only (1) pursuant to an amendment to this Declaration, duly executed by or pursuant to the affirmative vote or written consent of Owners of Units to which are appurtenant not less than eighty percent (80%) of the Common Interest and consented to in writing by Project Lender, if any, and all holders of first Mortgage liens affecting any of the Units of the Owners executing or voting for such amendment to this Declaration, (2) by removing the Project from the condominium property regime established hereby, (3) by reconstituting all of the remaining Units and Common Elements to be restored as a new condominium property regime, and (4) by providing for the payment to each Owner of a Unit not to be restored of the agreed value of such Unit and its Common Interest, which payment shall include, without prejudice to the generality of the foregoing, all of the insurance proceeds or condemnation award payable for or on account of such Units and the Owners' proportionate share of any Capital Improvements Reserve Fund and general operating reserve without deduction for the cost of such restoration, except for the Owners' proportionate share of the cost of debris removal.

H. **INSURANCE TRUST AGREEMENT**. Notwithstanding any provision of this Declaration relating to property or liability insurance, there may be named as an insured, on behalf of the Association, a bank or trust company authorized to do business in the State of Hawaii and chosen by the Board to have custody and control of the insurance proceeds (the "**Insurance Trustee**") (provided that Project Lender, if any, or its designee shall act as the Insurance Trustee should the construction loan to Developer remain outstanding), who may have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. The insurance policy(ies) covering the Project obtained by the Association shall provide that any insurance trust agreement will be recognized. Except to the extent inconsistent with applicable law, each Owner is deemed to appoint the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; and (3) the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

XIV. UNINSURED CASUALTY; DECISION NOT TO REPAIR.

In the event of an uninsured casualty or loss of all or any part of the Project, then the percentage of the Common Interest required to approve or disapprove the rebuilding, repairing, or restoring of the Project is as follows. Unless the Association decides pursuant to **Section XIV.A** below, not to repair, rebuild or restore, then the Project shall be repaired, rebuilt, or restored as provided below. Notwithstanding anything contained in this Declaration to the contrary, this Declaration and the Bylaws shall not give an Owner or any other party priority over any rights of Lenders pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards.

A. **DECISION NOT TO REBUILD**. The Association may decide at a meeting duly held not to repair, rebuild, or restore the Improvements. The Association may only make this decision by the affirmative vote of Owners holding no less than sixty-seven percent (67%) of the Common Interest and their respective Lenders. The meeting must be held within ninety (90) calendar days after the damage or destruction occurs. Unless such restoration is undertaken within a reasonable time after such casualty, the Association shall remove all remains and Improvements so damaged or destroyed and restore the site thereof to good orderly condition and even grade, and the cost of any such removal shall be a Common Expense.

B. **ADJUSTMENT OF COMMON INTEREST**. If a Residential Unit is not rebuilt, the Common Interest and any Alternative Allocation and Residential Unit Class Common Interest for such Residential Unit shall be allocated to the remaining Residential Units pro rata based upon Common Interest. If a Commercial Unit is not rebuilt, the Common Interest and any Alternative Allocation and Commercial Unit Class Common Interest for such Commercial Unit shall be allocated to the remaining Commercial Units pro-rata based upon Common Interest.

C. **REBUILDING**. If the Project will be repaired, rebuilt, and restored by the Association, the uninsured costs will be allocated as follows:

1. The uninsured costs to repair, rebuild, and restore the Common Elements will be assessed as a Common Expense, with the exception of the Association's deductible amount, which may be assessed pursuant to Sections 514B-143(d)(2) and (3) of the Act.

2. Each Residential Unit Owner will be assessed the cost to repair, rebuild, and restore the Owner's Residential Unit and any Unit Limited Common Elements appurtenant solely thereto. In addition, all Residential Unit Owners will be assessed, as a Residential Unit Class Expense, the cost to repair, rebuild, and restore the Residential Limited Common Elements.

3. Each Commercial Unit Owner will be assessed the cost to repair, rebuild, and restore the Owner's Commercial Unit and any Unit Limited Common Elements appurtenant solely thereto. In addition, all Commercial Unit Owners will be assessed, as a Commercial Unit Class Expense, the cost to repair, rebuild, and restore the Commercial Limited Common Elements.

4. Any restoration or repair of the Project shall be performed substantially in accordance with this Declaration and the original plans and specifications, or if reconstruction in accordance with said plans and specifications is not permissible under the laws then in force, in accordance with such modified plans and specifications as shall be approved by the Board and any Lender holding a Mortgage on a Unit directly affected thereby and by Developer during the Development Period.

D. **CONDEMNATION** . This Section shall apply in the event of a condemnation of all or any portion of the Project, pursuant to the exercise of the power of eminent domain by a government or quasi-governmental agency. As used in this Section, anyone having the power of eminent domain is called a "**condemning agency**."

1. **REPRESENTATION IN CONDEMNATION MATTERS**. Each Owner gives the Association a special power of attorney to represent the Owner in any proceedings, negotiations, settlements or agreements related to any actual or threatened condemnation of the Project or any part of it. The Association must pay the condemnation proceeds it receives to a bank, escrow, trust company or other fiduciary ("**Condemnation Trustee**") designated by the Board and authorized to do business in the State. The Condemnation Trustee will hold the condemnation proceeds on behalf of Developer, the Association, and Owners until Developer, the Association, and any impacted Owners agree, if they have not already agreed, on the distribution of the proceeds from such actual or threatened condemnation. If the parties cannot agree, then the Condemnation Trustee will distribute the proceeds per the property interest valuation process set forth below in **Sections XIV.D.3.e** and **XIV.D.3.f** below.

2. **TAKING OF THE ENTIRE PROJECT**. If the whole Project is taken or so much of it is taken that the Association decides to terminate the condominium property regime, then the Condemnation Trustee must (i) pay to Developer and to Project Lender, if any, Developer's share of the proceeds for Developer's Rights and Interests required by **Section XIV.D.3.e** below, and (ii) pay to each Owner and to the Owner's Lender, based on

each Unit's Common Interest, the share of the proceeds for the Owner's Unit as provided in **Section XIV.D.3.c** below.

3. **PARTIAL TAKING CONDEMNATION PROCEEDS; ALLOCATION**. If all or any part of the Project is condemned or is sold under threat of condemnation before the end of the Development Period, then the proceeds of the condemnation or forced sale must first be divided between Developer and the Association or the Owners in the following manner:

a. Developer will be entitled to receive all proceeds payable for or on account of the loss of Developer's Reserved Rights and rights to design, develop, build, add and improve the Land (collectively, "**Developer's Rights and Interests**") and any additional severance damages sought by Developer. Developer will also be entitled to receive any part of those proceeds paid on account of any Units owned by Developer or any Land owned by Developer.

b. The Association will be entitled to receive just compensation for the value of the portion of the Land taken.

c. The Owners will be entitled to receive just compensation for the value of any portion of their Units taken.

d. If the condemnation is litigated, Developer, the Association, and/or the Owners shall receive the proceeds in the amounts set forth in the judgment or verdict. If the judgment or verdict is silent as to the split between Developer, the Association, and/or Owners, the Condemnation Trustee shall take custody of the proceeds apportioned by the court to the lands belonging to Developer, the Association, and/or Owners.

e. In all other cases, the Condemnation Trustee must pay to Developer a share of proceeds equal to the value of Developer's Rights and Interests. The balance of the just compensation shall be paid to the record title owner of the property, whether Developer, the Association or Owner. The Condemnation Trustee shall follow the property interest valuation process set forth in **Section XIV.D.3.f** below.

f. The property interest valuation process shall be:

(i) a Hawaii-licensed real estate appraiser will determine the value of Developer's Rights and Interests. To be qualified, the appraiser must be a member of the American Institute of Real Estate Appraisers, or of a successor organization;

(ii) if the condemnation was litigated, the appraiser used by Developer and the Association as their expert witness will provide such appraiser's opinion as to the value of the property interests;

(iii) if Developer and the Association had different expert witnesses, then they will be appointed as appraisal arbitrators, and the two (2) arbitrators will appoint a third neutral arbitrator who will review Developer's appraiser's opinion and the Association's appraiser's opinion and will issue their opinion as to the value of the property interests of Developer, the Association, and Owners (if any);

(iv) upon receipt of the appraiser's decision or the decision of the arbitrators, the Condemnation Trustee shall make the necessary payments to Developer, the Association and/or Owners; and

(v) Developer and the Association will each pay one-half (1/2) of the cost and expenses of the appraisers.

XV. AMENDMENT OF DECLARATION.

A. **BY OWNERS**. Except as otherwise provided herein or in the Act, this Declaration may be amended by the affirmative vote or written consent of Owners of Units to which are appurtenant at least sixty-seven percent (67%) of the Common Interest, evidenced by an instrument in writing, signed and acknowledged by any two (2) Officers of the Association, which amendment shall become effective upon the filing thereof in said Office.

1. **"CHANGES MATERIAL IN NATURE."** Except as otherwise provided herein or in the Act, no amendment to the provisions of this Declaration that are material and adverse in nature shall be effective without the written consent of Project Lender, if any, and mortgagees that represent at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages. A change of any of the following would be considered "material in nature":

a. voting rights;

b. increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or the priority of Assessment liens;

c. reduction in reserves for maintenance, repair, and replacement of the Common Elements;

d. responsibility for maintenance and repairs;

e. reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;

f. redefinition of any Unit boundaries;

g. convertibility of Units to Common Elements or Common Elements to Units;

h. expansion or contraction of the Project, or the addition, annexation of property to, or withdrawal of property from the Project;

i. hazard or fidelity insurance requirements;

j. imposition of any restrictions on the leasing of Units;

k. imposition of any restriction on the right of an Owner to sell, transfer, or otherwise convey such Owner's Unit;

l. a decision by the Association to establish self-management if professional management had been required previously by the Condominium Documents or by an Eligible Mortgage Holder;

m. restoration or repair of the Project (after damage or partial condemnation) in a manner other than specified in the Condominium Documents; or

n. any provisions that expressly benefit Project Lender, if any, Lenders, insurers, or guarantors.

2. **ALTERATION OF A UNIT.** If any change to a Unit materially changes the depiction of a particular Unit or Units on the Condominium Map or the description of it in this Declaration, then the Owner or Owners of the Unit(s) must amend this Declaration and/or the Condominium Map to reflect the change. The amendment will take effect when it is filed with the Office, subject to the following:

a. The Owner of the changed Unit or Units must sign the amendment. Notwithstanding anything set forth in this Section to the contrary, it is not necessary for any other party to vote for, approve, or sign the amendment, except for any Lender who has a Mortgage on the Unit or Units that are changed or altered.

b. When any Interested Person acquires a Unit or any other interest in the Project, such Interested Person automatically (i) consents to the change; and (ii) agrees that such Interested Person will, if required by law or by the Owner who has changed a Unit, join in, approve, sign, deliver, and file all documents necessary or desirable to make the amendment of the Condominium Documents effective.

3. **REDESIGNATION OF ASSIGNED PARKING STALLS AND/OR STORAGE LOCKERS**. Any Owner (including Developer) may redesignate and exchange a Limited Common Element parking stall or storage locker, if any, that is assigned to such Owner's Unit to another Unit owned by the same Owner, or to another Unit with the approval of the other Unit Owner. The transfer shall be executed and filed as an amendment to this Declaration and the amendment need only be executed by the Owner of the Unit whose Limited Common Element(s) is being transferred and the Owner of the Unit receiving the Limited Common Element(s) and if not the same Owner, subject to any required approval of Lenders or lessors. A copy of the amendment must be promptly delivered to the Association.

4. **NO IMPAIRMENT OR DIMINISHMENT OF DEVELOPER'S RIGHTS OR INCREASE OF OBLIGATIONS**. Notwithstanding any provision of this Declaration to the contrary, notwithstanding the sale of any of the Units, and in addition to such other approval requirements as are set forth in this Section, the prior written approval of Developer will be required before the filing of any amendment to this Declaration that would impair or diminish the rights of, or increase the obligations of, Developer. Without limiting the generality of the foregoing, the following actions impairing or diminishing the rights of Developer, shall first be approved in writing by Developer, as applicable:

a. **LENDER APPROVAL**. Any amendment or action requiring the approval of Lenders pursuant to this Declaration.

b. **REDUCTION IN SERVICES**. Subject to any restrictions contained in the Bylaws regarding limitations on general Assessment increases, any significant reduction in the services to be provided to the Association and Owners.

c. **ASSESSMENTS**. Alteration in the method of fixing and collecting Assessments or any increase in Assessments beyond the amounts permitted under the Bylaws.

d. **ENFORCEMENT OF THIS DECLARATION**. Alteration in the method of enforcing the provisions of this Declaration.

e. **RESERVED RIGHTS OF AND EASEMENTS GRANTED TO DEVELOPER**. Any modification of the rights reserved and granted to Developer set forth herein or any easements set forth herein, granted or received by Developer. No amendments hereto shall negate or adversely impact any of the rights reserved or granted to Developer or any easements set forth herein, granted or received by Developer without the prior written approval of Developer.

B. **BY DEVELOPER**.

1. **PRIOR TO PROJECT COMMENCEMENT**. This Declaration may be amended by Developer at any time prior to the closing of the sale of the first Residential Unit in the Project.

2. **EXERCISE OF DEVELOPER'S RESERVED RIGHTS**. Notwithstanding anything in this Declaration to the contrary, the Developer's Reserved Rights include the right of Developer, without the approval of any other Person, to change the Condominium Documents in accordance with the exercise of any of the Developer's Reserved Rights.

3. **AMENDMENT TO FILE "AS-BUILT" STATEMENT**. Notwithstanding any provision of this Declaration to the contrary and notwithstanding the sale of any of the Units, Developer, without the approval or joinder of any Owner, lienholder, or other Person, may amend this Declaration to file the "**as built**" verified statement (with plans, if applicable) required by Section 514B-34 of the Act, so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed fully and accurately depict the layout, location, Unit numbers, boundaries, and dimensions of the Units substantially as built and such statement may also state that any plans filed therewith involve only immaterial changes to the layout, location, Unit numbers, or dimensions of the Units as built.

4. **COMPLIANCE WITH LAWS, LENDER REQUIREMENTS, CORRECTION OF ERRORS AND TO MEET REGISTRATION OR REGULATORY REQUIREMENTS**. Notwithstanding any

provision of this Declaration to the contrary and notwithstanding the sale of any of the Units, Developer, without the approval or joinder of any Owner, lienholder, or other Person, may amend this Declaration in order (a) to bring the Project and the Condominium Documents into compliance with the laws and rules of any jurisdiction in which Developer intends to market or sell Units; (b) to comply with any requirements that may reasonably be imposed by any takeout, permanent, or secondary market Lender, or any other entity necessary to obtain any construction or takeout loan including, but not limited to, any institutional Lender or any governmental or quasi-governmental agency including, but not limited to, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development or the Veterans Administration; (c) to comply with the requirements of FHA or ADA; (d) to comply with the requirements of the federal Bureau of Consumer Financial Protection (agency that oversees the Interstate Land Sales Full Disclosure Act); (e) to comply with any requirements by another jurisdiction in order to obtain any registration, report, or license to offer to sell or sell and market the Project in such other jurisdiction; (f) to comply with any State of Hawaii or County entitlements, agreements, or permits; (g) to comply with the requirements of the Commission, and (h) to correct typographical or technical errors. Each and every party acquiring an interest in the Project, by such acquisition, consents to such amendments as described in the preceding sentence and agrees to execute, deliver, and file such documents and instruments and do such other things as may be necessary or convenient to effect the same and appoints Developer and its assigns as such person's attorney-in-fact with full power of substitution to execute and deliver such documents and instruments and to do such things on such person's behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties.

5. **AMENDMENTS AFFECTING FIRST MORTGAGES.** Notwithstanding any provision of this Declaration to the contrary, any amendment affecting any provision of this Declaration which is for the express benefit of Project Lender, if any, and/or holders or insurers of first Mortgages on Units shall require the approval of Project Lender, if any, and/or Eligible Mortgage Holders on Units to which at least fifty one percent (51%) of the votes of Units subject to Mortgages held by such Eligible Mortgage Holders are allocated, as applicable, together with such other approvals as may be required in this **Article XV**; provided, however, that Project Lender, if any, and any Mortgage holder shall be deemed to have approved any proposed amendment to this Declaration where Project Lender, and/or Mortgage holder fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives written notice of the proposal, provided the notice was delivered by certified or registered mail, with a "**return receipt**."

C. **LIMITATIONS ON AMENDMENTS**. Except as provided in **Section XV.B**, notwithstanding anything stated to the contrary in the Condominium Documents, all amendments to the Condominium Documents shall be subject to the following:

1. No Amendment to the Condominium Documents materially and adversely affecting any Commercial Limited Common Element shall be effective without the approval of the Commercial Unit Owners. Until the end of the Developer Control Period, no amendment to the Condominium Documents affecting any Residential Limited Common Element shall be effective without the approval of Developer. During the Development Period, this restriction may not be amended without the approval of Developer.

2. Any amendment to the Condominium Documents to prohibit or materially restrict the use, operation, or occupancy of, or behavior within, a Commercial Unit, Commercial Limited Common Element, or Commercial Unit Limited Common Element shall be subject to the consent of the Commercial Director, or after the expiration of the Commercial Director Consent Rights, the consent of a Majority of the Commercial Unit Class.

3. Any amendment to the Condominium Documents to prohibit or materially restrict the use, operation, or occupancy of, or behavior within, a Residential Unit, Residential Limited Common Element, or Residential Unit Limited Common Element shall be subject to the consent of the Residential Directors.

4. No amendment to the Condominium Documents may remove, revoke, modify, or amend any of the rights, reservations, easements, interests, exemptions, privileges, or powers uniquely, expressly, and specifically provided to the Commercial Unit Owners under the Condominium Documents without the prior written approval of the Commercial Director, or after expiration of the Commercial Director Consent Rights, the consent of a Majority of the Commercial Unit Class.

5. Any amendment to the Condominium Documents that would limit or interfere in any way with the use or operation of a Commercial Unit or its Limited Common Elements or with access to or from the Commercial Unit or its Limited Common Elements, shall not be effective without the prior written approval of the affected Commercial Unit Owner.

6. Any amendment to the Condominium Documents that would limit or interfere with the use of those Common Elements that, pursuant to this Declaration, are available for use by the general public shall require the written approval of Developer.

This Section may not be amended without the prior written approval of Developer.

D. **AMENDMENTS BINDING**. Any amendment made pursuant to the provisions of this Article shall be binding upon every Owner and every Unit whether the burdens thereon are increased or decreased, and such amendment shall be effective upon its filing at the Office.

XVI. TERMINATION.

Except as provided in Section 514B-47 of the Act, the Project shall not be abandoned, terminated, or removed from the condominium property regime created by this Declaration and the Act without the prior written approval of the Commercial Director and all mortgagees of record who may have an interest in the Project.

XVII. LAND TRUSTS.

In the event title to any Unit and its appurtenant Common Interest is transferred to a trustee under a land title holding trust under which substantially all powers of management, operation, and control of the Unit remain vested in the trust beneficiary or beneficiaries, the trust estate and the beneficiaries thereunder from time to time shall be liable for and shall pay all Common Expenses and all other charges, costs, and expenses assessed against such Unit or the Owner thereof pursuant to the Condominium Documents or the Act. No claim for payment of Common Expenses or other charges, costs, or expenses shall be made against any such trustee personally, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or Assessment, but the amount thereof shall constitute a lien on the Unit as provided in this Declaration, the Bylaws, and the Act, notwithstanding any transfer of beneficial interest under such trust.

XVIII. COMPLIANCE BY OWNERS.

All Owners, tenants of such Owners, employees of Owners, guests, and any other persons who may in any manner use the Project or any part thereof (including Developer to the extent Developer retains an ownership interest in any Unit) are subject to the provisions of the Act and to the provisions of this Declaration, the Bylaws, and to all agreements, decisions, and determinations lawfully made by the Association in accordance with the voting percentages established under the Act, this Declaration, and the Bylaws. Each Owner shall comply strictly with the Bylaws and with the House Rules, and with the covenants, conditions, and restrictions set forth in this Declaration. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, maintainable by the Managing Agent or Board on behalf of the Association, or, in a proper case, by an aggrieved Owner.

In the event any Owner fails to comply fully with any of the foregoing within thirty (30) calendar days after written demand therefor by the Association, the Managing Agent or the Association shall have sixty (60) calendar days to give written notice of such Owner's failure to the holder, insurer, or guarantor of any Mortgage of such Unit, as shown in the Association's record of ownership or to any party who has given the Board notice of its interest through the Secretary or the Managing Agent.

Notwithstanding the foregoing, no notice shall be necessary where immediate action is necessary to: (a) prevent damage to any Unit or Limited Common Element; (b) abate a nuisance or any dangerous, unauthorized, prohibited, or unlawful activity; (c) protect the property rights of any Owner; or (d) prevent the death or injury of any Owner or other person at the Project.

All costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the Association for:

A. Collecting any delinquent Assessments against any Owner's Unit;

B. Foreclosing any lien thereon;

C. Enforcing any provision of the Condominium Documents or the Act; or

D. Complying with rules and regulations of the Commission

shall be promptly paid on demand to the Association by the Owner; provided, that if the claims upon which the Association takes action upon are not substantiated, all costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred by the Owner as a result of the action of the Association, shall be promptly paid on demand to the Owner by the Association.

XIX. RESERVED RIGHT TO GRANT AND RECEIVE EASEMENTS.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right to designate, grant, receive, convey, transfer, delete, cancel, relocate, realign, reserve, and otherwise deal with any and all easements, licenses, rights of way, restrictive covenants, encroachments, and the like under, over, across, or through the Project, or involving adjacent or neighboring parcels of land or adjacent or neighboring condominium projects, deemed necessary or desirable in Developer's sole discretion, or as may be required by a governmental entity, including, but not limited to, easements and/or rights of way for utilities, public purpose (i.e., pedestrian walkways, vehicle paths, sidewalks, 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, maintenance of improvements or landscaping, access to or for preservation of any burial sites on the Land (in the form of an easement or covenant to run with the Land), and parking areas. Developer further reserves the right, to and until December 31, 2045, to negotiate, grant, cancel, relocate, and otherwise deal with any and all temporary licenses and rights of entry under, across, or through the Project, deemed necessary or desirable in Developer's sole discretion, or as may be required by a neighboring property owner or governmental entity, including, but not limited to, temporary rights of entry or other similar licenses and agreements to accommodate the construction and development of neighboring properties such as the use of airspace for the assembly, disassembly, and operation of tower cranes, and related construction and development activities. Such right also includes easements for operation, upkeep, care and maintenance, or repair of any Unit or any Limited Common Element or to complete any Improvements and correct construction defects or other punchlist items in the Common Elements or Units, or to exercise any of the Developer's Reserved Rights, and other similar purposes; provided that such easements, licenses, rights of entry, and/or rights of way shall not materially and adversely impact 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 further that Developer shall have the right to negotiate and agree to such terms with respect to such easements, licenses, rights of entry, and rights of way as Developer deems appropriate in its sole discretion. Any easement, license, right of entry, and/or right of way granted and/or received by Developer pursuant to the exercise of this reserved right shall not be amended, modified, or terminated by the Association without the consent of Developer. Developer shall have the right to define any easement right received pursuant to this Article as a Common Element or Limited Common Element. In the event that Developer assigns to the Association any rights it acquires, whether the same constitute easement rights or otherwise, the Association shall assume such rights.

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

Notwithstanding anything provided to the contrary, and except as otherwise provided by law, to and until December 31, 2045:

A. Developer hereby reserves the right to: (1) alter the floor plan of any Unit which it owns at any time, and in any manner Developer deems appropriate, in its absolute discretion, provided that the Common Interest

appurtenant to the Unit shall not change; (2) cause the subdivision of any Unit which it owns at any time to create two (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 or from Limited Common Element status to Unit area to facilitate any subdivision or consolidation; and (5) recalculate the Common Interest appurtenant to each Unit upon such subdivision and/or consolidation; provided that the total Common Interest appurtenant to the newly-created Unit(s) shall equal the Common Interest appurtenant to the original Unit(s). The subdivision or consolidation of Units by Developer or any other Owner shall not affect the number of Commercial Directors and Residential Directors on the Board.

B. If Developer is the Owner of any two (2) or more Units separated by a party wall, floor, or ceiling, Developer shall have the right to consolidate two (2) or more Units that are so separated, to later subdivide such Units once consolidated, and to alter, remove, or restore all or portions of the intervening wall, floor, or ceiling at Developer's expense, provided that: (1) the structural integrity of the Project is not thereby affected, (2) the finish of any Common Element or Limited Common Element then remaining is restored to a condition substantially compatible with that of the Common Element or Limited Common Element prior to such alteration, and (3) all construction activity necessary to any such alteration or removal shall be completed within a reasonable period of time after the commencement thereof, subject to delays beyond the reasonable control of Developer or its contractors, whether caused by strikes, the unavailability of construction materials or otherwise, in which case any such construction activity shall be completed in such additional time as may be reasonably necessary in the exercise of due diligence.

C. Developer, in the process of consolidating Units, shall have the right to convert that area between Units to a Unit (as opposed to the same remaining a Limited Common Element) for so long as such Units shall remain consolidated or shall continue to be commonly used or owned.

Any such alteration, subdivision, or consolidation of Unit(s) as provided above shall be effective provided that:

1. If necessary, Developer shall file or cause to be filed an amendment to this Declaration describing the Unit(s) in question and setting forth at least: (a) a description of the newly-formed Unit(s); (b) in the case of the consolidation of Units by Developer, the Common Interest appurtenant to the newly-formed Unit, which shall be calculated by adding together the Common Interest for the Units to be consolidated; or (c) in the case of the subdivision of a Unit by Developer, the Common Interest appurtenant to each of the newly-formed Units, which shall in the aggregate equal the total of the Common Interest appurtenant to the original Unit;

2. Developer shall file or cause to be filed 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, boundaries, and dimensions of the Units substantially as built; and

3. Any such alteration shall comply in all respects with all applicable governmental codes, statutes, ordinances and rules and regulations, or with all variances granted therefrom.

Developer expressly reserves the right to amend this Declaration and the Condominium Map to effect any subdivision or consolidation of Units or alterations to floor plans at any time to and until December 31, 2045, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder, or other Persons, execute and file amendments to this Declaration and Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers or privileges herein reserved to Developer. To the extent permitted by applicable law, this Article shall not be amended without the prior written consent of Developer.

XXI. RESERVED RIGHT TO INSTALL AND MAINTAIN COMMUNITY SYSTEMS AND TO RECEIVE REVENUE THEREFROM.

Notwithstanding anything herein to the contrary, to and until December 31, 2045, Developer hereby reserves the right to install or cause the installation of Community Systems on the Common Elements, including the rooftop of the Tower, at its sole cost and expense, and upon such installation the same shall become a Limited Common Element appurtenant to a Unit designated and owned by Developer. So long as the installation of the Community Systems does not interfere with or impair the Project Quality Standard, the installation of Community Systems pursuant to this Article shall not be deemed to alter, impair, or diminish the Common Interest, Common Elements, and easements appurtenant to the Units, or a structural alteration or addition to the Project constituting a material change, or necessitate an amendment to the Condominium Map. Developer shall have the reserved right to charge the Association for any costs and expenses associated with the Association's use of any Community Systems appurtenant to a Unit owned by Developer. All profits or expenses directly attributable to the Community Systems shall be distributed or charged directly to the Unit to which the Community Systems are appurtenant. In connection with Developer's reserved right described in this Article, Developer reserves the right to enter into agreements, including, but not limited to, a bulk service agreement, or an exclusive marketing agreement, to sell and market certain telecommunications services to Owners in the Project, and to grant easements for such purpose, all upon such terms and conditions as Developer may determine in its sole discretion. In the event Developer receives any rebate or reimbursement for the cost of installation of the Community Systems, Developer shall be entitled to keep any such rebate or reimbursement. Developer may assign any and all of its rights under this Article to the Association or any third-party provider.

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

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right not to construct, and/or not to construct at the same time, the Recreational Amenities in the Project, as depicted on the Condominium Map, and to modify, relocate, reconfigure, and remove all or certain of the Recreational Amenities. Nothing in this Declaration shall be construed as a representation or warranty by Developer that the Recreational Amenities, or any portion thereof, will be developed or built or that the Recreational Amenities and/or the types of Recreational Amenities offered will not change and/or that the other portions of the Residential Limited Common Elements will be built or completed prior to, concurrently with, or soon after any or all of the Residential Units are conveyed to third parties.

XXIII. RESERVED RIGHT TO CREATE, INSTALL, MODIFY, RELOCATE, AND RECONFIGURE RESIDENTIAL UNIT LIMITED COMMON ELEMENT STORAGE LOCKERS.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right to (a) create and install Limited Common Element storage lockers within the Residential Limited Common Elements and designate such storage lockers as Residential Unit Limited Common Elements and (b) modify, relocate, and reconfigure all or certain Residential Unit Limited Common Element storage lockers appurtenant to Residential Units owned by Developer. Nothing in this Declaration shall be construed as a representation or warranty by Developer that the Residential Unit Limited Common Element storage lockers will not change and or that they will be built or completed prior to, concurrently with, or soon after any or all of the Units owned by Developer are conveyed to third parties.

XXIV. RESERVED RIGHT TO INSTALL DEVELOPER'S SIGNAGE.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right, for the benefit of the Project, to install, maintain, repair, replace, and approve of (from time to time) directional and wayfinding signage within the street level of the Project, and identity, canopy, and other signage within the Residential Limited Common Elements; subject and/or pursuant to any zoning laws or other governmental requirements. Developer's approval rights shall not extend to any signage installed by the Association within the interior of the Residential Limited Common Elements. 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 Residential Unit Class Expenses.

XXV. RESERVED RIGHT TO MODIFY PROJECT AND TO AMEND CONDOMINIUM DOCUMENTS.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right to effect such modifications to Units and Common Elements in the Project and/or to execute, file, and deliver any amendments to the Condominium Documents promulgated hereunder, as may be necessary or appropriate to effect compliance by the Project, the Association, or Developer with laws 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, if any, any institutional Lender lending funds secured by the Project or any of the Units, or by any governmental agency.

XXVI. RESERVED RIGHT TO CONVERT LIMITED COMMON ELEMENTS TO UNITS.

Notwithstanding anything provided to the contrary, and except as otherwise provided by law, to and until December 31, 2045:

A. Developer hereby reserves the right to convert a Limited Common Element solely appurtenant to a Unit or Units owned by Developer into a separate Unit of the Project or to add to the area of a Unit. In such event, Developer shall have the right, without obtaining the approval of any party with an interest in the Project, including any other Owner and/or mortgagee, to alter the physical aspects of said Limited Common Element and Unit(s) at Developer's expense in connection with such conversion, including building such structures as may be necessary or appropriate, provided that: (1) the structural integrity of the Project is not thereby affected, (2) the finish of the Unit is consistent with the quality of other Units in the Project, and any remaining portion of the Limited Common Element not converted to a Unit, if any, is restored, to the extent feasible, to a condition substantially compatible with that of the Limited Common Element prior to such conversion, and (3) all construction activity necessary to any such conversion shall be completed within a reasonable period of time after the commencement thereof, subject to delays beyond the control of Developer or its contractors, whether caused by strikes, the unavailability of construction materials, or otherwise, in which case any such construction activity shall be completed in such additional time as may be reasonably necessary in the exercise of due diligence.

B. Developer shall have the reserved right to designate certain Limited Common Elements of the Project as Limited Common Elements solely appurtenant to the newly-created Unit; provided that there is no material adverse effect on the remainder of the Project.

Any such conversion of a Limited Common Element into a Unit or Units as provided above shall be effective provided that:

1. Developer shall file or cause to be filed an amendment to this Declaration describing the Unit(s) in question and setting forth at least: (a) a description of the newly-formed Unit(s), and (b) the Common Interest appurtenant to the newly-formed Units and existing Units, which shall be calculated and/or recalculated by dividing the approximate net square footage of each individual Unit by the total net square footage of all Units within the Project, including any newly-formed Units. Developer may adjust the Common Interest to assure that the total of all Common Interests equals one hundred percent (100%). If Developer increases the area of an existing Unit by converting a portion of the Limited Common Element solely appurtenant thereto to Unit and connecting it to the Unit, but an additional Unit is not created, then the Common Interest percentage allocated to the Unit shall remain unchanged;

2. Developer shall file or cause to be filed 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), boundaries, and dimensions of the Unit(s) substantially as built; and

3. Any such alteration associated with such conversion shall comply in all respects with all applicable governmental codes, statutes, ordinances, and rules and regulations.

The right to amend this Declaration and the 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, 2045, and Developer may, without being required to obtain the consent or joinder of any Owner, lien holder, or other Persons, execute, deliver, and file amendments to this Declaration and 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. To the extent permitted by applicable law, this Article shall not be amended without the prior written consent of Developer.

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

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right to amend this Declaration to: (a) recharacterize all or a portion of certain Unit Limited Common Elements solely appurtenant to a Unit or Units owned by Developer, or Residential Limited Common Elements if all Residential Units are owned by Developer, or Commercial Limited Common Elements if all Commercial Units are owned by Developer, as being Common Elements of the Project, thus giving up or waiving the exclusive use of such area or areas; (b) redesignate all or a portion of certain Unit Limited Common Elements solely appurtenant to any Unit owned by Developer to another Unit or Units, or as Residential Limited Common Elements, or as Commercial Limited Common Elements; (c) redesignate a portion of the Residential Limited Common Elements or Commercial Limited Common Elements, if all Residential Units or 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 the 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 this Declaration to effect such recharacterization, redesignation, or change in use of any such Limited Common Elements shall occur at any time or times to and until December 31, 2045, and, except as provided in this Article, Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other Persons, execute, deliver, and file any deed and/or amendments to this Declaration or to the Condominium Map, and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the foregoing rights, powers, or privileges.

XXVIII. RESERVED RIGHT TO CONVEY PROPERTY TO THE ASSOCIATION.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right, but not the obligation, to convey to the Association, and the Association shall accept, title to any property owned by Developer or Developer's successors, or assigns, including, but not limited to, the Resident Manager Unit, together with the responsibility to perform any and all duties associated therewith. Upon conveyance or dedication of such property to the Association, the Association shall maintain such property at its expense for the benefit of the Owners, and the cost of maintaining such areas, including any maintenance fees associated with such areas, shall be assessed to all Owners as a Common Expense. Any property or interest in property transferred to the Association by Developer shall be by way of quitclaim deed, "AS IS," "where is". Developer shall have the further right to redesignate Limited Common Elements appurtenant to Units owned by Developer or Developer's successors and assigns as Limited Common Elements appurtenant to Units owned by the Association, if any, and to the extent necessary or required, to amend this Declaration and the Condominium Map to effect the same.

Notwithstanding the foregoing, the conveyance of any such property to the Association may be subject to the terms and conditions of any license, lease, or other agreement made by and between Developer, as owner of such property, and any third party to utilize, manage, operate, or otherwise deal with the property and/or the Limited Common Elements appurtenant thereto; provided, that the Association shall not be liable for any obligations of Developer under any such agreement(s) arising prior to such conveyance to the Association. The Association shall accept and assume such title, rights, and obligations, and shall indemnify, defend, and hold Developer harmless from any loss incurred by Developer as a result of any claim made against Developer pursuant to any agreement with a third party arising after such conveyance.

XXIX. RESERVED RIGHT TO CONDUCT SALES ACTIVITIES.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, 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 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, 2045, Developer shall have the right to conduct sales activities at the Project until the closing of the sale of the last unsold Residential Unit of the Project; provided that such sales are conducted in an unobtrusive manner which will not unreasonably interfere with the use, possession and aesthetic enjoyment of the Project by the Owners. Such sales activities may include the initial sale and resale of Units. In the event that Project Lender, if any, or any successor to or assignee of Project Lender shall acquire any portion of the Project in the course of any foreclosure or other legal proceeding or in the exercise of the Mortgage remedies or by a deed or an assignment in lieu of foreclosure, Project Lender, its successor and assigns, shall have the right to conduct such extensive sales activities at the Project until at least ninety-five percent (95%) of all of the Units owned by Developer in the Project have been sold and Unit Deeds therefor filed, notwithstanding the foregoing. Each and every party acquiring an interest in the Project, by such acquisition, acknowledges that the sales activities may result in noise and nuisances, and consents to such activity by Developer, and further waives, releases and discharges any rights, claims, or actions such party may acquire against Developer, its brokers, sales agents, employees, and Lenders, and their respective successors and assigns, as a result of any such activity or activities.

XXX. RESERVED RIGHT TO CONSOLIDATE, SUBDIVIDE, AND WITHDRAW LAND.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right to (i) consolidate the Land with another parcel(s) of land ("**Consolidated Lot**"), (ii) subdivide the Land to create separate parcels of land ("**Subdivided Lots**"), and/or (iii) withdraw certain Subdivided Lots from the operation of this Declaration, and convey or cause the conveyance of said withdrawn Subdivided Lots to itself or to a third party as it deems appropriate.

In connection with the right to consolidate, Developer shall have the further reserved right to enter and go upon the Land to do all things necessary, proper, or convenient to effectuate such consolidation of the Land, including, without limitation, the following: (i) making surveys to undertake a reasonable realignment of boundaries of the Land to define said Consolidated Lot (it being understood that Developer shall have the reserved right to effect any such realignment), (ii) 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 other Improvements described in this Declaration or shown on the Condominium Map. Said subdivision, withdrawal, and conveyance shall be subject to, and Developer shall, at its own expense, comply with, all of the then-applicable governmental laws, rules, and regulations, including subdivision requirements.

In connection with the exercise of its rights reserved unto it hereunder, Developer hereby further reserves the right, at its expense, to: (i) grant, reserve, add, delete, receive, realign, and/or relocate over, across, and under the Project, as appropriate, easements and/or rights of ways for utilities, including, without limitation, cesspools, sanitary and storm sewers, cable television, telecommunications systems, refuse disposal, access, shared driveways, parking areas, roadways, and walkways; (ii) enter into and execute any license and/or agreements, as appropriate, to facilitate the use of any areas located outside the Project that will be used to benefit Owners or of areas within the Project to be used by third parties; and (iii) negotiate, execute, and accept any licenses, easements, or rights of way over adjacent properties which may benefit or support the Project.

Upon the exercise of said reserved rights, Developer shall, at Developer's expense and without being required to obtain the consent or joinder of any Owner or lienholder, execute and file in said Office, 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; (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 this Declaration and the Condominium Map shall effectuate the withdrawal, without any further consent or joinder of any party. Developer shall have the right, as grantor, to execute, deliver, and record a deed of any subdivided and withdrawn area upon 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 this Declaration.

XXXI. RESERVED RIGHT TO LEASE OR TRANSFER COMMERCIAL UNITS AND THEIR LIMITED COMMON ELEMENTS.

To and until December 31, 2045, Developer, as the Owner of a Commercial Unit, shall have the reserved right, but not the obligation, 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 redesignate Limited Common Elements appurtenant to all Commercial Units as Common Element or Limited Common Element appurtenant to all Residential Units, and to the extent necessary or required, to amend this 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, 2045, 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 herein. 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 Limited Common Elements appurtenant to all Commercial Units to a Unit owned by the Association or to Limited Common Element appurtenant to all Residential Units or Common Element, and, to the extent necessary, to amend this Declaration to effect the same, shall occur no later than December 31, 2045. 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, 2045 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 any deed and/or amendments to this 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.

XXXII. RESERVED RIGHT TO ALTER THE NUMBER OF FLOORS AND/OR UNITS IN THE PROJECT.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right to reduce or increase the number of floors and/or Units in the Project, except as otherwise provided by law. Any such alteration to the number of floors and/or Units in the Project shall be effective provided that:

A. Developer shall file or cause to be filed an amendment to this Declaration describing (a) the revised description of Units and/or floors that comprise the Project; and (b) the undivided percentage Common Interest appurtenant to the Units as a result of the reduction or increase in the total number of floors and/or Units. The Common Interest appurtenant to each Unit shall be calculated by dividing the Unit's net square footage by the net square footage of all Units in the Project; provided, however, that Developer shall have the right, in its sole and absolute discretion, to round the result of such calculations so that the sum of the percentages equals exactly one hundred percent (100%);

B. Developer shall file or cause to be filed an amendment to the Condominium Map to reflect the revised layout incorporating the change in the number of Units and/or floors, together with a verified statement of registered architect or professional engineer, in the manner required by Section 514B-34 of the Act, certifying that said Condominium Map, as so amended, is an accurate copy of portions of the plans of the altered Unit(s) as filed with the County officer having jurisdiction over the issuance of permits for the completion of buildings; and

C. Any such alteration shall comply in all respects with all applicable governmental codes, statutes, ordinances, and rules and regulations, or with all variances granted therefrom.

Developer expressly reserves the right to amend this Declaration and the 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, 2045, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other Persons, except as aforesaid, execute and file amendments to this Declaration and the Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers, or privileges herein reserved to Developer.

XXXIII. RESERVED RIGHT TO ENTER INTO AGREEMENTS WITH BICYCLE SHARING AND/OR CAR SHARING ENTITY.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right, unto itself, its agents, employees, personnel, licensees, successors, and assigns, to select and contract with a County-approved car sharing and/or bicycle sharing partner or entity for a car share and/or bike share station to be located on a publicly accessible portion of the Project in accordance with applicable State of Hawaii and/or County requirements. 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 car share and/or bike share station and to grant easements for such purposes, upon such terms and conditions as Developer may determine in its discretion.

XXXIV. RESERVED RIGHT TO ALTER UNIT AND/OR COMMON ELEMENT AREA FOR MINOR DESIGN AND CONSTRUCTION ADJUSTMENTS.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right to alter the areas of Units and Common Elements, including Limited Common Elements, to accommodate minor design and construction adjustments, to comply with the Condominium Map, to improve efficiency in the use of the Units and/or the operation and use of the Common Elements, including the Limited Common Elements, and/or to comply with law, permits, and/or other government approvals. Developer shall record or cause to be recorded an amendment to this Declaration and the Condominium Map, as necessary, describing (a) the revised areas, and (b) any recalculation of the Common Interest and/or Class Common Interest appurtenant to the Units as a result of any increase or decrease in Unit area(s). Developer shall have the right, in its sole and absolute discretion, not to recalculate and revise the Common Interest and/or Class Common Interest if the net living area of a Unit increases or decreases by less than two percent (2%). In the event that Common Interest and/or Class Common Interest are/is recalculated, Developer shall have the right to adjust such Common Interest and/or Class Common Interest in its discretion in order to ensure the sum of the percentages equals exactly one hundred percent (100%).

Developer expressly reserves the right to amend this Declaration and/or the Condominium Map to effect any change in a Unit's area or alteration of the Common Elements, including the Limited Common Elements, at any time or times to and until December 31, 2045, and Developer may, without being required to obtain the consent or joinder of any Owner, lienholder or other Persons, execute and record amendments to this Declaration and the Condominium Map and any and all other instruments necessary or appropriate for the purpose of carrying out the provisions or exercising the rights, powers, and/or privileges herein reserved to Developer.

XXXV. RESERVED RIGHT TO ADDRESS ARCHAEOLOGICAL ISSUES.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right to respond to and appropriately deal with any inadvertent finds of human skeletal remains or burial goods, or other historic or archaeological finds during the course of construction of the Project in compliance with the Master Charter and applicable State law, and the determinations with respect thereto made by the State Historic Preservation Division ("**SHPD**") by: (a) designating one or more Common Elements, including open spaces and areas beneath structural elements of the Building Structure as burial preserve areas; (b) recording against the Land one or more documents related to the preservation or relocation of any burials or artifacts, including, but not limited to, binding short-term and long-term measures such as fencing, buffers, landscaping, access easements, plaques, and other identifying measures; (c) relocating or preserving in place at any portion of the Project any remains, burial goods, or artifacts that may be found during the course of site preparation and construction of the Project; (d) making changes to the Building Structure, Common Elements, and Limited Common Elements necessary to accommodate the foregoing; and (e) entering into any agreements and preparing any reports necessary or prudent to document the decisions and requirements of any governmental agency or entity, including,

but not limited to, SHPD, Developer's agreements related to such requirements or decision(s), or of applicable laws, including, but not limited to, preservation plans, archaeological data recovery plans, mitigation plans, monitoring plans, and in situ burial agreements. Any action that adversely affects a Commercial Unit or its Limited Common Elements shall be subject to the prior written approval of the affected Commercial Unit Owner, which approval shall not be unreasonably withheld. The Association shall be subject to and responsible for compliance with all such plans, agreements, and easements, expenses of which shall be a Common Expense. All persons who are classified as recognized cultural or lineal descendants by SHPD or the Oahu Island Burial Council with relation to the Project shall have a reasonable right of entry and access over, across, and through the ground level Common Elements to gain access to and for visitation of any burial preserve area so created, subject to reasonable rules and policies established from time to time by Developer and/or the Board relating to hours of visitation, security procedures for visitation, and parking at the Project; provided, however, that no such rules and policies shall at any time unreasonably hinder, impair, or interfere with the right of the recognized cultural and lineal descendants to visit any burial preserve area.

XXXVI. RESERVED RIGHT TO ADDRESS SOIL.

Developer reserves the right, to and until December 31, 2045, to respond to and appropriately deal with any inadvertent finds of contaminants in the soil during the course of construction of the Project in compliance with applicable law and any other determinations made by the applicable government agencies by (a) digging, relocating or filling any soil contaminated areas; (b) making changes to any Improvements, Common Elements and Limited Common Elements necessary to accommodate the foregoing; (c) entering into any agreements and preparing any reports necessary or prudent to document the decisions and requirements of any governmental agency, Developer's agreements or applicable laws including, without limitation, environmental reports, mitigation plans, and monitoring plans. The Association shall be subject to and responsible for compliance with all such plans, agreements and easements, the expense of which shall be a Common Expense.

XXXVII. RESERVED RIGHTS REGARDING STATE AND COUNTY REQUIREMENTS, PERMIT AND DEVELOPMENT AGREEMENTS.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, Developer hereby reserves the right to: (i) amend the Condominium Documents, including, but not limited to, this Declaration, to satisfy all State and County requirements, permits, and/or entitlements; (ii) secure any other governmental permits, approvals, or agreements or amend or supplement any existing governmental permits, approvals, or agreements; (iii) enter into any agreements, including, but not limited to, declaring and subjecting the Land and Improvements to restrictive covenants; (iv) designate and grant easements; (v) subdivide and withdraw from the Project a portion of the Land and dedicate it to the County or State to fulfill road widening requirements; (vi) revise the budget and/or Common Expenses and implement fees for the landscaping, maintenance, and upkeep of the dedicated portion until the County or State performs any actual road widening to include the dedicated portion and affirmatively accepts responsibility for maintaining the dedicated portion; and (vii) do all things necessary or convenient to satisfy the requirements of any land use approvals or other permits pertaining to the Project issued by the State or County, as the same may be amended or modified, and to execute, record, and deliver any and all documents necessary to effect the same, including, but not limited to, any necessary amendments to this Declaration and the Condominium Map.

XXXVIII. RESERVED RIGHT TO DEREGISTER THE LAND AND THE PROJECT FROM THE LAND COURT OF THE STATE OF HAWAII.

Notwithstanding anything herein provided to the contrary, to and until December 31, 2045, 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 amended. In connection therewith, Developer shall have the right, as necessary, to amend the Condominium Documents, including, but not limited to, this 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.

XXXIX. ASSIGNMENT OF RESERVED RIGHTS.

To and until December 31, 2045, notwithstanding anything stated herein to the contrary, the rights reserved to Developer in this Declaration shall be fully and freely assignable (including assignments, mortgages, and pledges for security purposes) by Developer in whole or in part. Any assignment of the rights reserved to Developer shall be in writing, executed by both Developer and the assignee of Developer's rights, and shall be filed in said Office. Every Owner of a Unit in the Project and all holders of liens affecting any of the Units and each and every other party acquiring an interest in the Project, or any part thereof, by acquiring such Unit, lien, or other interest, consents to any such assignment by Developer, and, to the extent designated by Developer, agrees to recognize any assignee as the "Developer" under this Declaration; agrees to execute, deliver, and file 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 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, such party upon any transfer of any Unit or any interest therein, whether by deed, Mortgage, or any other instrument of conveyance.

XL. CONSENT TO DEVELOPER'S RESERVED RIGHTS; APPOINTMENT OF DEVELOPER AND ASSOCIATION AS ATTORNEY-IN-FACT.

Each and every party acquiring an interest in the Project, by such acquisition, consents to all of the rights reserved unto Developer, as set forth in this Declaration, including, but not limited to those rights as set forth in **Articles XIX** through **XXXVIII**, above, the permitted actions taken by Developer pursuant thereto, and to the filing of any and all documents necessary to effect the same in said Office; agrees to execute, deliver, and file such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Developer and its assigns as such person's attorney-in-fact with full power of substitution to execute, deliver and file such documents and instruments and to do such things on such person's 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 any amendment to the Condominium Documents, any easement instrument, any deed, any amendment to a Unit Deed, assignment of rights or interest, or such other document, instrument or agreement that may be necessary or appropriate to permit Developer to exercise its respective rights pursuant to the provisions of this Declaration.

XLI. DISCLOSURES AND LIMITATIONS ON LIABILITIES.

Owners accept the agreements, obligations, disclaimers, findings, and limitations on liability set forth below, and, to the extent permitted by law, waive any claims or rights of action or suits against Developer or Developer's successors and assigns arising from any impairment of Owner's use and enjoyment of the Unit or the value thereof or the Project, or from any inconvenience, arising directly or indirectly therefrom.

A. NONLIABILITY AND INDEMNIFICATION.

1. **GENERAL LIMITATION.** Except as specifically provided in the Condominium Documents or as required by law, no right, power, or responsibility conferred on the Board by the Condominium Documents shall be construed as a duty, obligation, or disability charged upon Developer or any of its agents, employees, the Board, any Director or any other Officer, employee, agent, or committee member of the Association. The Association, its members, Directors, Officers, agents and committee members, and the Board are subject to the insulation from liability provided for directors of corporations by the laws of the State of Hawaii to the fullest extent provided by such laws. Members of the Board are not personally liable to the victims of crimes occurring on the Project.

2. **INDEMNIFICATION OF ASSOCIATION.** When liability is sought to be imposed on a Director, Officer, committee member, employee, or agent of the Association, the Association shall indemnify him

or her for his or her losses or claims, and undertake all costs of defense, unless such loss or claim is not covered by insurance and it is proven that he or she acted fraudulently, with willful misconduct, or with gross negligence. After such proof, and provided the loss or claim is not covered by insurance, the Association is no longer liable for the cost of defense due to the fraud, willful misconduct, or gross negligence of such person indemnified by the Association, and the Association may recover indemnification costs expended from the individual who so acted. Punitive damages may not be recovered against the Association but may be recovered from Persons whose activity gave rise to the damages, except as otherwise set forth in this Declaration. This Section shall be construed to authorize payments and indemnification to the fullest extent now or hereafter permitted by applicable law. The entitlement to indemnification hereunder shall inure to the benefit of the estate, executor, administrator, heirs, legatees, or devisees or any person entitled to such indemnification.

3. **INDEMNIFICATION OF RESIDENT MANAGER**. Notwithstanding anything to the contrary contained herein, all Owners agree to defend, indemnify, and hold harmless the Resident Manager, if any, from and against, and properly reimburse it for, any and all liability, cost, damages, expense or deficiency resulting from, arising out of, or in connection with the negligent acts of such Owner.

B. **SECURITY DISCLAIMER**. The Association, Managing Agent, and/or the Resident Manager may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than it might otherwise be.

The Association, Managing Agent, Resident Manager, and Developer shall not in any way be considered insurers or guarantors of security within the Project, and neither the Association, Managing Agent, 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, Board, Managing Agent, Resident Manager, Developer and any successor Developer, do not represent or warrant that any fire protection, burglar alarm, 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, burglar alarm, or other security system, if any, will prevent loss by fire, smoke, burglary, theft, hold-up, terrorism, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system was designed or intended. Each Owner and the Occupants of a Unit acknowledge and understand that the Managing Agent, Resident Manager, Association, its Board and committees, Developer, and any other successor to Developer are not insurers or guarantors, and that 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 Managing Agent, 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 fire protection, burglar alarm, or other security system recommended or installed, or any security measure undertaken within the Project.

C. **NONLIABILITY FOR SQUARE FOOTAGE CALCULATION**. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit is approximate and may vary by more than a nominal amount. Additionally, as a result of field construction, other permitted changes to the Unit, and settling and shifting of Improvements, actual square footage of the Unit may also be affected. By accepting title to the Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any reasonable variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Section, Developer does not make any representation or warranty as to the actual size, configuration, dimensions (including ceiling heights) or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any reasonable variances between any represented or otherwise disclosed square footage and the actual square footage of Units.

D. **NONLIABILITY FOR MOLD DEVELOPMENT**. Mold and mold spores are present throughout the environment and residential condominium construction cannot practicably be designed to exclude the introduction of mold spores. All molds are not necessarily harmful, but certain strains of mold have been found to have adverse health effects on susceptible persons. Moisture is the primary mold growth factor that must be

addressed. Affirmative steps taken by Owners and the Association to minimize or control moisture can minimize or eliminate mold growth in the Project. Owners and the Association should take steps to reduce or eliminate the occurrence of mold growth and thereby minimize any possible adverse health effects that may be caused by mold. Developer cannot ensure that mold and mold spores will not be present in the Project. The failure of an Owner or the Association to take steps to minimize mold growth may increase the risk of mold growth and the presence of mold spores in the Project. Developer shall not be liable for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence, or any other legal theory, with respect to the presence and/or existence of mold, mildew and/or microscopic spores at the Project, unless caused solely by the gross negligence or willful misconduct of Developer.

E. **NONLIABILITY FOR CORROSION DEVELOPMENT.** Being located in the State of Hawaii, generally, and in close proximity to the Pacific Ocean along Oahu's south shore, the Project is exposed to corrosive elements, including, but not limited to, wind, rain, salt air, and volcanic smog (also known as vog) (collectively, "**Corrosive Elements**"). Affirmative steps taken by Owners and the Association to maintain the portions of the Project susceptible to corrosion can reduce the effects of this corrosive atmosphere on the Project.

The Board shall develop and implement a reasonable maintenance plan to reduce the impact of the Corrosive Elements on the Project, the cost of which shall be a Common Expense. The plan shall include the regular inspection, preventative maintenance, and repair of the components of the Project that can reasonably be accessed for such inspection, maintenance, and repair. The Board shall keep a record of all corrosion maintenance efforts. 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, arising from the occurrence of corrosion at the Project, unless caused solely by the gross negligence or willful misconduct of Developer.

F. **FLOOD ZONE (X); TSUNAMI EVACUATION ZONE.** The Project is located in Flood Zone (X), and federal flood insurance is not required for the Project. The Project is, however, located 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, an Owner waives, releases, and discharges any rights, claims, or actions that such 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.

G. **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**"). 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.

H. **ADDITIONAL DISCLOSURES.** Without limiting any other provision in this Declaration, the Association and, by acquiring title to a Unit, or by possession or occupancy of a Unit, each Owner for itself and for its Occupants, shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

1. **NO REPRESENTATIONS REGARDING RENTALS.** Each Residential Unit Owner specifically acknowledges and agrees that neither Developer, the Managing Agent, nor any of their respective agents or Representatives have made any representations, warranties, guarantees, or other claims of any kind regarding any rental activity or rental programs that may be available from time to time to Residential Unit Owners. Developer and the Managing Agent expressly disclaim any representations, warranties, guarantees, or other claims of any kind regarding rental programs.

2. **CONDOMINIUM LIVING; RESIDENTIAL-COMMERCIAL MIXED-USE RETAIL AREA**. Living in a multi-story, mixed-use, high-rise condominium project entails living in very close proximity to other persons, businesses, restaurants, and shopping areas, with attendant limitations on solitude and privacy. Walls, floors, and ceilings have been designed to meet applicable building codes. However, Owners will hear noise from adjacent Units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets, washing machines, or other sources of running water and/or plumbing fixtures, and will smell odors from adjacent Units within the Project, including, but not limited to, cooking odors. Also, Owners may hear noise from such items as the swimming pool, vacuum cleaners, stereos, or televisions, or from people running, walking, exercising, socializing, or enjoying the Recreational Amenities. Finally, Owners can expect to hear substantial levels of sound, music, and other noise, and can expect to experience substantial odors, vibrations, and other nuisances from retail and commercial establishments in the Project, and/or in the vicinity of the Project. Owners may also experience light entering the Units from commercial lighting in the vicinity and from street lights located in close proximity to the windows and doors of the Units. Owners on lower floors of the Project, located closer to the commercial establishments and close to the street will likely experience the most sound, noise, odor, and vibrations from such commercial activity. Each Owner and every other Person who has an interest in the Project or who has the right to use the Project or any part of it waives, releases, and discharges any rights, claims, or actions that such Person may have, now or in in the future, against Developer each Owner of a Commercial Unit and their respective Representatives, tenants, licensees, successors, and assigns, and arising directly or indirectly out of or from such noise, odors, vibrations, and light. By accepting a Unit Deed or other conveyance of a Unit, an Owner acknowledges and agrees that sound, odor, vibration, and light transmission in a residential-commercial mixed-use condominium project are common and difficult to control. Developer does not make any representation or warranty as to the level of such transmission at the Project, and each Owner hereby waives and expressly releases any claim for loss or damage resulting from such transmission.

3. **NOISE; TRAFFIC**. Being located in a business, residential, retail, entertainment, and commuter district, noise, dust, vibration, and/or pedestrian and vehicular traffic are higher than average in the vicinity of the Project. A Honolulu Fire Department fire station and a Hawaiian Electric Company substation are also 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 the Association, 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, the Commercial Units and/or their appurtenant Limited Common elements, or neighboring properties; (b) opening and closing of doors, landscaping maintenance, trash collection, and freight loading/unloading activities at or nearby the Project; (c) loud music from restaurants or other outlets, concert events, or performances; (d) vehicular traffic from the street or Parking Podium; (e) voices of people talking outside retail and/or food and beverage establishments; and (f) noises from special events taking place at or near the Project. Such noise shall not be deemed a "nuisance," as such noises and/or uses are deemed to be common and accepted occurrences in a centrally located high-rise condominium mixed-use setting. Furthermore, normal construction activities shall not be considered a "nuisance." The Commercial Units may be used for retail, restaurant, or other commercial business purposes, as permitted by law and this Declaration, which may cause noise typically associated with the operation and management of those types of establishments (e.g. high vehicular and pedestrian traffic caused by patrons, delivery trucks, and unloading and loading activities and noise and traffic caused by heavy machinery for stocking and operation of the Units and their surroundings). By accepting a Unit Deed or other conveyance of 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 Unit Deed or other conveyance of his or her Unit, acknowledges and agrees that sound transmission in a high-rise building such as the Tower is very difficult to control. Developer does not make any representation or warranty as to the level of sound transmission at the Project, and each Owner hereby waives and expressly releases any claim for loss or damage resulting from such sound transmission.

4. **HONOLULU INTERNATIONAL AIRPORT**. The Project's proximity to the Honolulu International Airport may cause frequent, loud noise from aircraft operations, sightings of aircraft flying at very low altitudes, and fumes, smoke, vibrations, odors, and other nuisances resulting from aircraft flight operations over or near the Project ("**Aircraft Effects**"). By signing and accepting a Unit Deed, Owners accept the Aircraft Effects and waive any claims or rights of action or suits against Developer or Developer's successors and assigns arising from any impairment of Unit Owners' use and enjoyment of a Unit or the Project, or from any inconvenience, property damage, or personal injury arising directly or indirectly from the Aircraft Effects.

5. **VIEWS**. **Each Owner acknowledges that there are no protected views in the Project, and the Units are not assured the existence or unobstructed continuation of any particular view or that any neighboring development will be aesthetically comparable to the Project. Any view from the Unit is not intended as part of the value of the Unit, and is not guaranteed, and Developer makes no representation or warranty regarding whether a Unit will continue to have the same view, or any view; and the effect of the view or the lack thereof on the value of the Unit.** The views from the Unit or Project will likely change as a result of, be affected by, or be obstructed by (i) construction or installation of buildings, improvements, structures, walls, and/or landscaping by Developer or owners of property adjacent to or near the Project; (ii) the proposed elevated rail transit line; (iii) the Hawaiian Electric Company substation located in the vicinity of the Project, and/or (iv) the growth of trees, landscaping, and/or vegetation within or outside the Project. Each Owner and every other Interested Person waives, releases and discharges any rights, claims or actions that such Person may have, now or in the future, against Developer and its Representatives, licensees, successors, and assigns, and arising directly or indirectly out of or from any such change or obstruction of views by reason of such further development or growth.

6. **NEIGHBORING DEVELOPMENTS**. Certain portions of land outside, abutting, and/or near the Project ("**Neighboring Developments**") may be subject to redevelopment, and, in the future, may or will be developed by third parties over whom Developer has no control. The Association and Developer have no jurisdiction over Neighboring Developments, and, accordingly, there is no representation as to the nature, use, or architecture of any future development or improvement on Neighboring Developments. Any use, development, and/or construction on Neighboring Developments may result in noise, dust, and/or other nuisances to the Project and/or Owners, and Owners acknowledge and accept the same.

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

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

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

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

11. **WARRANTIES**. Developer is developing the Project but it is not the general contractor or an affiliate of the general contractor that is building the Project. Developer makes no warranties, express or implied, about the Units or the Project, or about consumer products or anything else installed or contained in the

Units or the Project. This includes, but is not limited to, warranties of merchantability, habitability, workmanlike construction, fitness for a particular purpose, or sufficiency of design. Each Owner and every other Interested Person gives up (in legal terms, "waives and releases") any and all rights and claims such Person may have, now or in the future, against Developer, its Representatives, successors and assigns for (i) any defects in the Units or the Project or any consumer products or anything else installed or contained in the Units or the Project, and (ii) for injury to Persons or property arising from any such defects. This means that Developer will not have to pay for any injury or damage to people or things as a result of any defect.

12. **PROPOSED RAIL ROUTE**. The Project may be in the vicinity of the proposed rail route of the County, which may cause noise, dust, vibrations, traffic congestion, view impairments, 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 Unit Deed or other conveyance of a Unit, each Owner accepts the Rail Effects and waives any claims or rights of action or suits against Developer or Developer's successors and assigns arising from any impairment of the Owner's use and enjoyment of the Unit or the Project or the values thereof, or from any inconvenience, property damage or personal injury arising directly or indirectly from the Rail Effects.

13. **ARCHAEOLOGICAL AND BURIAL DISCLOSURES**. In connection with the development of the Project, Developer will conduct an archaeological inventory survey ("**AIS**"). The AIS may be followed by an Archaeological Preservation Plan and an Archaeological Monitoring Plan.

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

Notwithstanding any effort made or action taken by Developer to comply or cooperate with or fulfill the mitigation commitments set forth above, by acquiring a Unit in the Project, Unit Owners will be deemed to have acknowledged, understood, and agreed to the foregoing, and 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 and changes made to the Project to address any such condition.

14. **SOIL DISCLOSURES**. In connection with the development of the Project, Developer will conduct a site investigation. Such investigation may uncover contaminants in the groundwater and the soil on the Land. If contaminants are found, Developer will work with the State of Hawaii Department of Health to identify and evaluate remedial alternatives. Developer may evaluate remedial alternatives such as complete or partial in situ soil and groundwater treatment, complete or partial ex situ soil and groundwater treatment or disposal, institutional and engineering controls, or other remedies. remedial action may be taken to address the contaminants through the removal and off-site disposal of contaminated soil, onsite soil treatment, onsite capping of contaminated soil, or a combination thereof.

Institutional controls are administrative and legal measures such as management plans, rules, permits, requirements and warnings that prevent and control exposure to contaminants. Engineering controls are measures that physically prevent exposure to contaminants such as barriers, caps and containment walls. An example of an institutional control is an Environmental Hazard Management Plan ("**EHMP**"). The purpose of an EHMP is to provide procedures and guidelines for controlling the potential hazards posed by contaminated media remaining at a site. The EHMP may include appropriate cap maintenance/reporting requirements, restrict activities that may compromise the integrity of the engineering controls, specify appropriate soil and groundwater handling and worker protection requirements should disturbance of the contaminated soils and groundwater be unavoidable, and also specify appropriate mitigation measures if a portion of cap(s) are breached. The Association shall be subject to and responsible for compliance with any such EHMP, the expenses of which shall be a Common Expense.

Notwithstanding any effort made or action taken by Developer to comply or cooperate with or fulfill the remediation set forth above, by acquiring a Unit in the Project, Unit Owners will be deemed to have acknowledged, understood, and agreed to the foregoing, and 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 and changes made to the Project to address any such condition.

15. **ACKNOWLEDGEMENT AND ACCEPTANCE OF CERTAIN CONDITIONS**. By signing and accepting a Unit Deed or other conveyance of a Unit, each Owner accepts and waives any claims or rights of action or suits against Developer or Developer's successors and assigns arising from any impairment of the use, value, or enjoyment of the Unit or the Project, or from any inconvenience, property damage, or personal injury arising directly or indirectly from the following:

a. **Mechanical Equipment on Rooftop**. Developer reserves the right to install cooling towers, compressors, and other equipment on the rooftop of the Tower in its sole discretion to service Common Elements including, but not limited to, common hallways, the lobby, and the Recreational Amenities. Should cooling towers, compressors, and other equipment be installed on the rooftop, they may cause noise and vibrations even in the course of normal operation, which may be evident to the Units on the floors immediately below the rooftop, including those located on the top levels of the Tower.

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

c. **Location of Units Near the Recreational Amenities and/or Parking Podium**. Certain of the Units located on or near the seventh (7^{th}), eighth (8^{th}), and thirty-ninth (39^{th}) levels of the Tower are located in close proximity to the Recreational Amenities. These Units may be exposed to greater noise and other nuisances than the Units located in other areas of the Project. Certain Units located in close proximity to the Parking Podium may be exposed to greater noise, traffic, and other nuisances than Units located on other areas of the Project.

d. **Stone**. Natural stone countertops and backsplashes (collectively, "**Countertops**") may be installed in the Units, including in the bathrooms and kitchens. If such material is used, due to the mineral composition and crystalline structure of the Countertops, small pits may be visible on the polished surface. The pitting as well as natural fissures shall not be considered flaws, as they do not impair the function or durability of the material. Although the Countertops will be finished, due to the porous nature of stone, the Countertops will still be susceptible to discoloration, staining, fracturing, and chipping. The Countertops have special maintenance, care, and upkeep requirements that will need to be complied with by each of the Owners in the Project in order to maximize the enjoyment and useful life of the originally installed Countertops. Some of the shower walls and floors may also be stone. Again, stone is naturally porous and tends to absorb liquid that can penetrate deeper into the material quickly and may be hard to remove. Stone can and should be sealed when installed and again every few years to minimize staining. However, if it is not done properly or often enough, staining can still occur. Cutting or dropping objects directly on stone can also scratch, chip and crack the surface. The failure to comply with these special maintenance, care, and upkeep requirements may result in additional costs to the Owner and detract from the Owner's enjoyment of the Unit.

e. **Engineered Wood Flooring and Wood Veneer Cabinets in Units**. Engineered wood flooring may be installed in a portion of each Unit. Engineered wood flooring is prone to scratching, and has special maintenance, care, and upkeep requirements as compared to carpeting, with which each Owner must comply in order to maximize the enjoyment and useful life of the originally-installed engineered wood flooring in the Unit. The failure to comply with these special maintenance, care, and upkeep requirements may result in additional costs to an Owner and detract from an Owner's enjoyment of the Unit. The potential sound transmission through an engineered wood floor, when compared to carpeting, is greater, and each Owner, by signing and accepting the Unit Deed to a Unit, will be deemed to have acknowledged and accepted that this condition may

result in greater noise being heard from the Units above and adjacent to the Owner's Unit. Owners shall at all times comply with the requirements and provisions of the House Rules, as may be amended, for the purpose of minimizing and softening the level of sound transmission through the engineered wood floor of each Unit. Certain kitchens and bathrooms may also have cabinets made from natural wood veneer, which is subject to color, texture, and surface variations and aging. The failure to comply with special maintenance, care, and upkeep requirements may result in additional costs to the Owner and detract from the Owner's enjoyment of the Unit.

f. **Exposed Concrete Walls, Columns and Ceilings**. Some Residential Units will have exposed concrete walls, columns and/or ceilings. The appearance of these concrete elements will emulate the formwork which will vary from location to location and unit to unit. The surface finish of these concrete elements will be controlled by construction tolerances but may have minor imperfections such at formwork "seam", small "void" and patches. These minor imperfections do not impair the durability of the material. It is also common for concrete to develop hairline fissures during the curing process. Such fissures are anticipated and addressed by concrete tolerances. These shall not be considered flaws as they do not impair the function or durability of the material. Like drywall, exposed concrete walls, columns and ceilings are also susceptible to impact damage, slight discoloration and staining.

g. **Lanais and Balconies**. Some Residential Units will have lanais and/or balconies with glass railings, which leaves such lanais and balconies exposed to public view.

XLII. DISPUTE RESOLUTION.

A. **DISPUTES**. The purpose of this Article is to provide the Owners, Association, Board, Managing Agent, Developer (in its capacity as an Owner or Board member, or as otherwise set forth in Section 514B-161 of the Act, as amended) and their respective Representatives (collectively, for purposes of this Article, the "**Parties**") with a mechanism to resolve Disputes. A "**Dispute**" means and includes any and all actions, claims, or disputes between or among the Parties with respect to, arising out of, or relating to this Declaration, the Bylaws, or the House Rules. A Dispute shall not include: (a) claims for construction defects governed by the Contractor Repair Act, Chapter 672E of the Hawaii Revised Statutes; (b) incidents of 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) matters that would affect the availability of any coverage pursuant to an insurance policy obtained by or on behalf of the Association.

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 an effort to resolve the Dispute.

C. **MEDIATION**. If the Parties cannot resolve such Dispute by discussion pursuant to **Section XLII.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. A Party may apply to the First Circuit Court of the State of Hawaii for an order compelling mediation as set forth in Section 514B-161 of the Act, as amended.

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, or otherwise set forth in Section

514B-161 of the Act, as amended. Each Party shall bear its own attorneys' fees and costs in connection with such mediation unless otherwise required under Section 514B-161 of the Act, as amended.

4. **No Judicial Intervention**. If a Party institutes litigation prior to observing the procedures set forth in **Sections XLII.B** and **XLII.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 XLII.B** and **XLII.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. **USE OF PROCEEDS**. Any monetary damage or award paid to a Claimant in connection with a dispute arising out of an Alleged Defect shall first be applied towards the payment of the cost to repair the Alleged Defect, prior to the payment of any legal or consulting fees incurred by the Claimant in connection with such dispute.

F. **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 XLII.B** and **XLII.C** above.

G. **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.

XLIII. EXEMPTIONS FOR PERSONS WITH DISABILITIES.

Notwithstanding anything to the contrary contained in the Condominium Documents, Owners with disabilities shall be allowed reasonable exemptions from the Condominium Documents, when necessary and as appropriate to enable them to use and enjoy their Units, and the appurtenant Limited Common Elements, provided that any Owner with a disability desiring such an exemption shall make such request, in writing, to the Board. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to be granted such an exemption. The Board shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing within forty-five (45) calendar days of the Board's receipt thereof, or within forty-five (45) calendar days of the Board's receipt of additional information reasonably required by the Board in order to consider such request, whichever shall last occur.

XLIV. COMPLIANCE WITH COUNTY ZONING AND BUILDING LAWS.

In accordance with Section 514B-32(a)(13) of the Act, Developer declares, subject to the penalties set forth in Section 514B-69 of the Act, that the Project is in compliance with all zoning and building ordinances and codes and all other permitting requirements pursuant to Section 514B-5 of the Act and Hawaii Revised Statutes Chapter 205.

XLV. DEVELOPER'S RIGHT TO CURE ALLEGED DEFECTS.

It is Developer's intent that all Improvements constructed or made by Developer in the Project be built or made in compliance with all applicable building codes and ordinances and that such Improvements be of a quality that is consistent with the Project Quality Standard. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Developer's

responsibility therefor. It is Developer's intent to resolve all disputes and claims regarding Alleged Defects (as defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, Board, and all Owners shall be bound by the following claim resolution procedure:

A. **DEVELOPER'S RIGHT TO CURE**. In the event that the Association, Board or any Owner (collectively, "**Claimant**") claims, contends, or alleges that any portion of the Project, including, but not limited to, any Unit, and/or any Improvements, is defective or that Developer or its agents, consultants, contractors, or subcontractors were negligent in the planning, design, engineering, grading, construction or other development thereof (collectively, an "**Alleged Defect**"), Developer hereby reserves the right, but is not obligated, to inspect, repair and/or replace such Alleged Defect as set forth herein.

B. **NOTICE TO DEVELOPER**. In the event that a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Developer in writing, at the address specified at the beginning of this Declaration, or such other address at which Developer maintains its principal place of business, of the specific nature of such Alleged Defect ("**Notice of Alleged Defect**").

C. **RIGHT TO ENTER, INSPECT, REPAIR, AND/OR REPLACE**. Within the timeframe described below, or a reasonable time after the independent discovery of any Alleged Defect by Developer, as part of Developer's reservation of rights, Developer shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, any Unit, and/or any Improvements or other portion of the Project for the purposes of inspecting and, if deemed necessary by Developer, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Developer shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

D. **LEGAL ACTIONS**. No Claimant shall initiate any legal action, cause of action, proceeding, reference, or arbitration against Developer alleging damages (1) for the costs of repairing or the replacement of any Alleged Defect, (2) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (3) for any consequential damages resulting from such Alleged Defect, unless and until:

1. Claimant has complied with **Article XLII, Sections A, B,** and **C**, above;

2. Claimant has delivered to Developer a Notice of Alleged Defect not later than ninety (90) calendar days before the filing of any such cause of action, proceeding, reference, or arbitration against Developer and

3. Developer has either

a. rejected Claimant's claim or

b. within thirty (30) calendar days after its receipt of a Notice of Alleged Defect, either

i. failed to offer to settle without inspecting the Alleged Defect;

ii. proposed to inspect the Alleged Defect and within thirty (30) calendar days following any such proposal, failed to inspect the Alleged Defect, provided that Claimant permitted sufficient access; or

iii. failed, within fourteen (14) calendar days after any inspection, to serve Claimant with a written statement offering to fully or partially remedy the Alleged Defect at no cost to Claimant, offering to settle the Alleged Defect by monetary payment, offering a combination of the foregoing, or explaining that Developer will not proceed further to remedy the Alleged Defect.

E. **NO ADDITIONAL OBLIGATIONS; IRREVOCABILITY AND WAIVER OF RIGHT**. Nothing set forth in this Article shall be construed to impose any obligation on Developer to inspect, repair, or replace any item or Alleged Defect for which Developer is not otherwise obligated to inspect, repair, or replace under applicable law. The right of Developer to enter, inspect, repair, and/or replace reserved hereby shall be

irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and filed by Developer in said Office.

F. **WAIVER**. Notwithstanding anything to the contrary in this Declaration, Developer hereby disclaims any representations and warranties in respect of, and shall have no continuing liability to any Owner, the Board, or the Association for, any design or construction defects (whether known or unknown) relating to the Project, including latent defects.

G. **SEVERABILITY AND APPLICABILITY**. If any provision of this Article is held to be invalid, such a determination shall not affect the other provisions hereof, which shall remain in full force and effect. Notwithstanding anything to the contrary herein, if any provision in this Article conflicts with any applicable portion of Hawaii Revised Statutes Chapter 672E, the Contractor Repair Act, the provisions of said statute, as amended, shall apply.

XLVI. **DEVELOPER'S RIGHT TO APPOINT AND REMOVE OFFICERS AND DIRECTORS; DEVELOPER CONTROL PERIOD**.

Notwithstanding anything contained in this Declaration or the Bylaws to the contrary, Developer shall have the right to appoint and remove Officers and Directors for a certain period of time (the "**Developer Control Period**"). 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 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 instrument executed by Developer, be approved by Developer before they become effective.

XLVII. **RESIDENT MANAGER UNIT**.

Developer is the Owner of the Resident Manager Unit set forth in **Exhibit "B"**, if any, which is initially intended to be used as the Resident Manager Unit; provided that nothing in this Declaration shall obligate Developer to provide or maintain a Resident Manager Unit. Developer may sell, pledge, lease, assign, convey, Mortgage, and/or transfer the Resident Manager Unit to a third party, including, without limitation, the Association, in its sole discretion. Upon such conveyance, Developer does not guaranty, warrant or represent that the Resident Manager Unit will continue to be used as such, or be utilized to serve the Project or its Owners.

XLVIII. **GENERAL PROVISIONS**.

A. WAIVER OF CERTAIN RIGHTS.

1. **WAIVER OF CERTAIN DAMAGES**. WITH RESPECT TO ALL DISPUTES, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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**. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER AND EACH OF THEIR REPRESENTATIVES UNCONDITIONALLY WAIVE ANY RIGHT TO PARTICIPATE IN A

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

B. **NO WAIVER**. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce that provision, or any other provision of this Declaration.

C. **SEVERABILITY**. The provisions of this Declaration shall be deemed independent and severable, and if any term stated in this instrument is subsequently determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining terms stated in this instrument unless that is made impossible by the absence of the omitted term.

D. **CAPTIONS**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration, or the intent of any provisions hereof.

E. **GENDER**. The use of any gender in this Declaration shall be deemed to include either or both genders and the use of the singular shall be deemed to include the plural whenever the context so requires.

F. **INTERPRETATION**. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform condominium property regime whereby the Owners of Units shall carry out and pay for the operation and maintenance of the Project as a mutually beneficial and efficient establishment.

G. **CONSTRUCTIVE NOTICE AND ACCEPTANCE; INCORPORATION OF DECLARATION INTO DEEDS**. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction, and provision contained in this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired an interest in the Project. Any deed or other instrument by which all or any portion of the Project is conveyed, whether by fee, easement, leasehold interest, or otherwise, shall be subject to the provisions of this Declaration and any instrument of conveyance shall be deemed to incorporate the provisions of this Declaration, whether or not such instrument makes reference to this Declaration.

H. **CUMULATIVE REMEDIES**. Each remedy provided for in this Declaration shall be cumulative and not exclusive. The failure to exercise any remedy provided for in this Declaration or any other document shall not constitute a waiver of such remedy or of any other remedy provided herein or therein.

I. **NO PUBLIC DEDICATION**. Nothing herein contained shall be deemed a gift or dedication of the Project or portion thereof to the general public, or for the general public, or for any public use or purpose whatsoever; it being the intention and understanding of the parties hereto that this Declaration shall be limited to and for the purposes herein expressed solely for the benefit of the Owners.

J. **GOVERNING LAW**. This Declaration shall be governed by the laws of the State of Hawaii without giving effect to the principles of conflict of laws thereof.

K. **PROVISIONS RUN WITH LAND**. The provisions of this Declaration are intended to run with the land. When any interest in real property in the Project is conveyed, the interest shall be burdened by the provisions of this Declaration for the benefit of the remaining portions of the Project and the interest conveyed shall be entitled to the benefit of this Declaration.

L. **CONFLICT OF PROVISIONS**. In the event of any conflict between this Declaration and any of the Condominium Documents (other than this Declaration) this Declaration shall control. In the event of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control. In the event of any conflict between the Bylaws and the House Rules, the Bylaws shall control.

M. **OWNERS' RIGHT TO INCORPORATE.** The Owners may form a non-profit Hawaii corporation to serve as the Association. If so, the corporation will have all of the rights, powers, obligations, and duties of the Association as stated in the Condominium Documents or the Act. The fact that a corporation is formed to be the Association does not change any of the covenants, conditions, or restrictions contained in this Declaration or in the Bylaws. The corporation must adopt the Bylaws as the bylaws of the corporation. The Articles of Incorporation and the Bylaws of the corporation will be subordinate to this Declaration. If the corporation takes any action that violates all or any part of this Declaration or the Bylaws, the action will be void.

N. **NO REPRESENTATIONS OR WARRANTIES.** No representations or warranties of any kind, express or implied, have been given or made by Developer or its agents or employees in connection with the Project or any portion thereof, or any Improvement thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a condominium property regime, except as specifically and expressly set forth in this Declaration and except as may be filed by Developer from time to time with any governmental authority.

O. **RULE AGAINST PERPETUITIES.** If any provision of the covenants, conditions, restrictions, or other provisions of this Declaration, shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Queen Elizabeth II (Elizabeth Alexandra Mary).

XLIX. INVALIDITY AND CHANGES IN LAW.

The invalidity of any provision of this Declaration for any reason shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Declaration, and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such provision had never been included herein.

In the event of a change in statutory law applicable to this Project occurring after the filing of this Declaration or the Bylaws, such change in law shall control over the provisions of this Declaration or the Bylaws only to the extent the legislative body enacting such change in law expressly provides that the provisions of such change in law shall control over provisions to the contrary in preexisting Condominium Documents.

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IN WITNESS WHEREOF, the undersigned has executed these presents this 9th day of December, 20 24.

1538 KAPIOLANI LLC,
a Hawaii limited liability company

By _____
Name Timothy Lee
Its Manager

"Developer"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | SS:

On this 9th day of December, 2024, before me appeared Timothy Lee, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

CHAN HEE YI
NOTARY PUBLIC
Comm. No. 16-142
STATE OF HAWAII
(Official Stamp or Seal)

Print Name: Chan Hee Yi
Notary Public, in and for said State

My commission expires: 04-10-2028

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: DECLARATION OF CONDOMINIUM PROPERTY REGIME OF MUSE HONOLULU

☐ Document Date: — or ☒ Undated at time of notarization

No. of Pages: 101 Jurisdiction: First Circuit
(in which notarial act is performed)

12-09-2024
Signature of Notary Date of Notarization and Certification Statement

Printed Name of Notary Chan Hee Yi

My commission expires: 04-10-2028

CHAN HEE YI
NOTARY PUBLIC
Comm. No. 16-142
STATE OF HAWAII
(Official Stamp or Seal)

EXHIBIT "A"

PROPERTY DESCRIPTION

All of that certain parcel of land situate at Pawaa-Kai, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

Lot 55, area 40,166 square feet, more or less, as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 83 of Kapiolani Boulevard Lands, Inc.

Being land(s) described in Transfer Certificate of Title No. 1,158,579 issued to 1538 KAPIOLANI LLC, a Hawaii limited liability company

BEING THE PREMISES ACQUIRED BY WARRANTY DEED

GRANTOR	:	DONNA J. WALDEN, as Trustee under that unrecorded Donna J. Walden Revocable Living Trust, dated September 14, 1988, with full powers to sell, mortgage, lease or otherwise deal with the land, and GIAMPAOLO BOSCHETTI, unmarried
GRANTEE	:	1538 KAPIOLANI LLC, a Hawaii limited liability company
DATED	:	June 20, 2018
FILED	:	Land Court Document No. T-10397128

END OF EXHIBIT "A"

EXHIBIT "B"

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

I. Unit Numbers, Unit Types, Number of Bedrooms and Bathrooms, Parking Stalls, Storage Lockers, Approximate Net Living Areas, Approximate Net Lanai Areas, Total Approximate Net Areas, Common Interest

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
701	TH2A1	2/2.5	364, 382		1,124	200	1,324	0.380605%
702	TH1A1	1/1.5	462		947	481	1,428	0.320670%
703	TH1A2	1/1.5	463		812	252	1,064	0.274957%
704	TH1A3	1/1.5	439		822	252	1,074	0.278343%
705	TH1A4	1/1.5	440		709	252	961	0.240079%
706	TH3A1	3/2	261, 262		1,452	410	1,862	0.491672%
901	L2B3	2/2	537T, 538T		1,048	89	1,137	0.354870%
902	L3B1	3/3	673, 674		1,435	111	1,546	0.485915%
903	L1B5	1/1	623		668	0	668	0.226196%
904	L1B1	1/1	626		724	0	724	0.245159%
905	L1B6	1/1	652		604	0	604	0.204525%
906	L1B2	1/1	624		684	0	684	0.231614%
907	L2B1	2/2	495T, 496T		1,204	124	1,328	0.407695%
908	L2B2	2/2	341HC		1,055	0	1,055	0.357241%
909	L1B3	1/1	627		733	0	733	0.248206%
910	L1B4	1/1	543		747	0	747	0.252947%
911	L1B7	1/1	651		572	0	572	0.193689%
912	L0B5	0/1	494		492	0	492	0.166600%
1001	L2B3	2/2	535T, 536T		1,048	89	1,137	0.354870%
1002	L3B1	3/3	679, 680		1,435	111	1,546	0.485915%
1003	L1B5	1/1	649		668	0	668	0.226196%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1004	L1B1	1/1	634		724	0	724	0.245159%
1005	L1B6	1/1	665		604	0	604	0.204525%
1006	L1B2	1/1	640		684	0	684	0.231614%
1007	L2B1	2/2	630T, 631T		1,204	124	1,328	0.407695%
1008	L2B2	2/2	691T, 692T		1,055	0	1,055	0.357241%
1009	L1B3	1/1	633		733	0	733	0.248206%
1010	L1B4	1/1	530		747	0	747	0.252947%
1011	L1B7	1/1	622		572	0	572	0.193689%
1012	L0B5	0/1	451		492	0	492	0.166600%
1101	L2B3	2/2	435T, 436T		1,048	89	1,137	0.354870%
1102	L3B1	3/3	610, 611		1,435	111	1,546	0.485915%
1103	L1B5	1/1	666		668	0	668	0.226196%
1104	L1B1	1/1	546		724	0	724	0.245159%
1105	L1B6	1/1	641		604	0	604	0.204525%
1106	L1B2	1/1	629		684	0	684	0.231614%
1107	L2B1	2/2	533T, 534T		1,204	124	1,328	0.407695%
1108	L2B2	2/2	687T, 688T		1,055	0	1,055	0.357241%
1109	L1B3	1/1	547		733	0	733	0.248206%
1110	L1B4	1/1	467		747	0	747	0.252947%
1111	L1B7	1/1	664		572	0	572	0.193689%
1112	L0B5	0/1	422		492	0	492	0.166600%
1201	L2B3	2/2	332T, 333T		1,048	89	1,137	0.354870%
1202	L3B1	3/3	612, 613		1,435	111	1,546	0.485915%
1203	L1B5	1/1	636		668	0	668	0.226196%
1204	L1B1	1/1	548		724	0	724	0.245159%
1205	L1B6	1/1	639		604	0	604	0.204525%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1206	L1B2	1/1	554		684	0	684	0.231614%
1207	L2B1	2/2	433T, 434T		1,204	124	1,328	0.407695%
1208	L2B2	2/2	689T, 690T		1,055	0	1,055	0.357241%
1209	L1B3	1/1	556		733	0	733	0.248206%
1210	L1B4	1/1	468		747	0	747	0.252947%
1211	L1B7	1/1	661		572	0	572	0.193689%
1212	L0B5	0/1	393		492	0	492	0.166600%
1301	L2B3	2/2	336T, 337T		1,048	89	1,137	0.354870%
1302	L3B1	3/3	565, 582		1,435	111	1,546	0.485915%
1303	L1B5	1/1	654		668	0	668	0.226196%
1304	L1B1	1/1	539		724	0	724	0.245159%
1305	L1B6	1/1	642		604	0	604	0.204525%
1306	L1B2	1/1	429		684	0	684	0.231614%
1307	L2B1	2/2	437T, 438T		1,204	124	1,328	0.407695%
1308	L2B2	2/2	595T, 596T		1,055	0	1,055	0.357241%
1309	L1B3	1/1	570		733	0	733	0.248206%
1310	L1B4	1/1	563		747	0	747	0.252947%
1311	L1B7	1/1	660		572	0	572	0.193689%
1312	L0B5	0/1	351		492	0	492	0.166600%
1401	L2B3	2/2	224T, 225T		1,048	89	1,137	0.354870%
1402	L3B1	3/3	566, 583		1,435	111	1,546	0.485915%
1403	L1B5	1/1	655		668	0	668	0.226196%
1404	L1B1	1/1	561		724	0	724	0.245159%
1405	L1B6	1/1	638		604	0	604	0.204525%
1406	L1B2	1/1	559		684	0	684	0.231614%
1407	L2B1	2/2	334T, 335T		1,204	124	1,328	0.407695%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1408	L2B2	2/2	394T, 395T		1,055	0	1,055	0.357241%
1409	L1B3	1/1	541		733	0	733	0.248206%
1410	L1B4	1/1	562		747	0	747	0.252947%
1411	L1B7	1/1	662		572	0	572	0.193689%
1412	L0B5	0/1	350		492	0	492	0.166600%
1501*	T2C4	2/2	628HC, 677		1,168	62	1,230	0.395505%
1502	T3C1	3/3	406, 407		1,410	352	1,762	0.477450%
1503	T1C1	1/1	540		623	188	811	0.210958%
1504	T0C2	0/1	686		424	45	469	0.143574%
1505	T1C2	1/1	456		756	34	790	0.255994%
1506	T1C3	1/1	569		725	0	725	0.245497%
1507	T1C4	1/1	663		627	0	627	0.212313%
1508	T2C2	2/2	249		916	0	916	0.310173%
1509	T2C3	2/2	578, 579		926	387	1,313	0.313559%
1510	T1D5	1/1	523		619	54	673	0.209604%
1511	T0C3	0/1	594		530	41	571	0.179467%
1601	T2D4	2/2	278T, 279T		1,169	68	1,237	0.395843%
1602	T3C1	3/3	402, 403		1,411	212	1,623	0.477788%
1603	T1D1	1/1	558		623	38	661	0.210958%
1604	T0D2	0/1	601		430	0	430	0.145605%
1605	T1D2	1/1	461		755	38	793	0.255656%
1606	T1D3a	1/1	571		725	39	764	0.245497%
1607	T1D4	1/1	637		636	0	636	0.215360%
1608	T2D2	2/2	326		904	0	904	0.306110%
1609	T2D3	2/2	342		935	78	1,013	0.316607%
1610	T1D5	1/1	555		619	37	656	0.209604%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1611	T0D3a	0/1	551		530	37	567	0.179467%
1701	T2D4	2/2	226T, 227T		1,169	68	1,237	0.395843%
1702	T3C1	3/3	508, 509		1,411	179	1,590	0.477788%
1703	T1D1	1/1	549		623	38	661	0.210958%
1704	T0D2	0/1	645		430	0	430	0.145605%
1705	T1D2	1/1	459		755	38	793	0.255656%
1706	T1D3a	1/1	545		725	39	764	0.245497%
1707	T1D4	1/1	653		636	0	636	0.215360%
1708	T2D2	2/2	369		904	0	904	0.306110%
1709	T2D3	2/2	359		935	78	1,013	0.316607%
1710	T1D5	1/1	557		619	37	656	0.209604%
1711	T0D3a	0/1	647		530	37	567	0.179467%
1801	T2D4	2/2	228T, 229T		1,169	68	1,237	0.395843%
1802	T3C1	3/3	586, 587		1,411	134	1,545	0.477788%
1803	T1D1	1/1	572		623	38	661	0.210958%
1804	T0D2	0/1	644		430	0	430	0.145605%
1805	T1D2	1/1	460		755	38	793	0.255656%
1806	T1D3a	1/1	544		725	39	764	0.245497%
1807	T1D4	1/1	646		636	0	636	0.215360%
1808	T2D2	2/2	346		904	0	904	0.306110%
1809	T2D3	2/2	360		935	78	1,013	0.316607%
1810	T1D5	1/1	625		619	37	656	0.209604%
1811	T0D3a	0/1	648		530	37	567	0.179467%
1901	T2D4	2/2	246T, 247T		1,169	68	1,237	0.395843%
1902	T3C1	3/3	580, 581		1,411	99	1,510	0.477788%
1903	T1D1	1/1	527		623	38	661	0.210958%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
1904	T0D2	0/1	667		430	0	430	0.145605%
1905	T1D2	1/1	449		755	38	793	0.255656%
1906	T1D3a	1/1	525		725	39	764	0.245497%
1907	T1D4	1/1	643		636	0	636	0.215360%
1908	T2D2	2/2	365		904	0	904	0.306110%
1909	T2D3	2/2	338		935	78	1,013	0.316607%
1910	T1D5	1/1	430		619	37	656	0.209604%
1911	T0D3a	0/1	650		530	37	567	0.179467%
2001	T2D4	2/2	618, 632		1,169	68	1,237	0.395843%
2002	T3C1	3/3	519, 520		1,411	71	1,482	0.477788%
2003	T1D1	1/1	472		623	38	661	0.210958%
2004	T0D2	0/1	668		430	0	430	0.145605%
2005	T1D2	1/1	448		755	38	793	0.255656%
2006	T1D3a	1/1	550		725	39	764	0.245497%
2007	T1D4	1/1	567		636	0	636	0.215360%
2008	T2D2	2/2	329		904	0	904	0.306110%
2009	T2D3	2/2	251		935	78	1,013	0.316607%
2010	T1D5	1/1	573		619	37	656	0.209604%
2011	T0D3a	0/1	574		530	37	567	0.179467%
2101	T2D4	2/2	606, 607		1,169	68	1,237	0.395843%
2102	T3C1	3/3	517, 518		1,411	66	1,477	0.477788%
2103	T1D1	1/1	471		623	38	661	0.210958%
2104	T0D2	0/1	501		430	0	430	0.145605%
2105	T1D2	1/1	446		755	38	793	0.255656%
2106	T1D3a	1/1	553		725	39	764	0.245497%
2107	T1D4	1/1	568		636	0	636	0.215360%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2108	T2D2	2/2	236		904	0	904	0.306110%
2109	T2D3	2/2	255		935	78	1,013	0.316607%
2110	T1D5	1/1	528		619	37	656	0.209604%
2111	T0D3a	0/1	522		530	37	567	0.179467%
2201	T2D4	2/2	608, 609		1,169	68	1,237	0.395843%
2202	T3C1	3/3	514, 515		1,411	67	1,478	0.477788%
2203	T1D1	1/1	469		623	38	661	0.210958%
2204	T0D2	0/1	401		430	0	430	0.145605%
2205	T1D2	1/1	445		755	38	793	0.255656%
2206	T1D3a	1/1	526		725	39	764	0.245497%
2207	T1D4	1/1	524		636	0	636	0.215360%
2208	T2D2	2/2	252		904	0	904	0.306110%
2209	T2D3	2/2	256		935	78	1,013	0.316607%
2210	T1D5	1/1	529		619	37	656	0.209604%
2211	T0D3a	0/1	575		530	37	567	0.179467%
2301	T2D4	2/2	659, 676		1,169	68	1,237	0.395843%
2302	T3C1	3/3	512, 513		1,411	70	1,481	0.477788%
2303	T1D1	1/1	470		623	38	661	0.210958%
2304	T0D2	0/1	301		430	0	430	0.145605%
2305	T1D2	1/1	443		755	38	793	0.255656%
2306	T1D3a	1/1	560		725	39	764	0.245497%
2307	T1D4	1/1	454		636	0	636	0.215360%
2308	T2D2	2/2	254		904	0	904	0.306110%
2309	T2D3	2/2	239		935	78	1,013	0.316607%
2310	T1D5	1/1	458		619	37	656	0.209604%
2311	T0D3a	0/1	452		530	37	567	0.179467%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2401	T2D4	2/2	502, 503		1,169	68	1,237	0.395843%
2402	T3C1	3/3	510, 511		1,411	72	1,483	0.477788%
2403	T1D1	1/1	453		623	38	661	0.210958%
2404	T0D2	0/1	552		430	0	430	0.145605%
2405	T1D2	1/1	441		755	38	793	0.255656%
2406	T1D3a	1/1	444		725	39	764	0.245497%
2407	T1D4	1/1	455		636	0	636	0.215360%
2408	T2D2	2/2	253		904	0	904	0.306110%
2409	T2D3	2/2	361		935	78	1,013	0.316607%
2410	T1D5	1/1	457		619	37	656	0.209604%
2411	T0D3a	0/1	474		530	37	567	0.179467%
2501	T2E4	2/2	432, 484		1,168	68	1,236	0.395505%
2502	T3E1	3/3	486, 487		1,398	85	1,483	0.473386%
2503	T1E1	1/1	368		706	38	744	0.239064%
2504	T2E1	2/2	681, 682		1,151	38	1,189	0.389748%
2505	T1D3b	1/1	425		726	39	765	0.245836%
2506	T2E2	2/2	604, 605		1,384	43	1,427	0.468646%
2507	T2E3	2/2	684, 685		1,153	105	1,258	0.390425%
2508	T1D5	1/1	325		619	37	656	0.209604%
2509	T0D3b	0/1	322		531	37	568	0.179806%
2601	T2E4	2/2	464, 485		1,168	68	1,236	0.395505%
2602	T3E1	3/3	419, 420		1,398	90	1,488	0.473386%
2603	T1E1	1/1	355		706	38	744	0.239064%
2604	T2E1	2/2	619, 620		1,151	38	1,189	0.389748%
2605	T1D3b	1/1	427		726	39	765	0.245836%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2606	T2E2	2/2	602, 603		1,384	47	1,431	0.468646%
2607	T2E3	2/2	590C, 591		1,153	105	1,258	0.390425%
2608	T1D5	1/1	424		619	37	656	0.209604%
2609	T0D3b	0/1	373		531	37	568	0.179806%
2701	T2E4	2/2	465, 482		1,168	68	1,236	0.395505%
2702	T3E1	3/3	416, 417		1,398	96	1,494	0.473386%
2703	T1E1	1/1	358		706	38	744	0.239064%
2704	T2E1	2/2	616, 617		1,151	38	1,189	0.389748%
2705	T1D3b	1/1	426		726	39	765	0.245836%
2706	T2E2	2/2	656, 683		1,384	51	1,435	0.468646%
2707	T2E3	2/2	621, 635HC		1,153	117	1,270	0.390425%
2708	T1D5	1/1	450		619	37	656	0.209604%
2709	T0D3b	0/1	331		531	37	568	0.179806%
2801	T2E4	2/2	466, 483		1,168	68	1,236	0.395505%
2802	T3E1	3/3	414, 415		1,398	118	1,516	0.473386%
2803	T1E1	1/1	348		706	38	744	0.239064%
2804	T2E1	2/2	614, 615		1,151	38	1,189	0.389748%
2805	T1D3b	1/1	428		726	39	765	0.245836%
2806	T2E2	2/2	504, 505		1,384	55	1,439	0.468646%
2807	T2E3	2/2	657, 678		1,153	128	1,281	0.390425%
2808	T1D5	1/1	447		619	37	656	0.209604%
2809	T0D3b	0/1	328		531	37	568	0.179806%
2901	T2E4	2/2	404, 405		1,168	68	1,236	0.395505%
2902	T3E1	3/3	412, 413		1,398	126	1,524	0.473386%
2903	T1E1	1/1	347		706	38	744	0.239064%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
2904	T2E1	2/2	658, 675		1,151	38	1,189	0.389748%
2905	T1D3b	1/1	371		726	39	765	0.245836%
2906	T2E2	2/2	506, 507		1,384	59	1,443	0.468646%
2907	T2E3	2/2	592, 593		1,153	138	1,291	0.390425%
2908	T1D5	1/1	423		619	37	656	0.209604%
2909	T0D3b	0/1	277		531	37	568	0.179806%
3001	T2E4	2/2	490, 491		1,168	68	1,236	0.395505%
3002	T3E1	3/3	408, 409		1,398	149	1,547	0.473386%
3003	T1E1	1/1	352		706	38	744	0.239064%
3004	T2E1	2/2	669, 670		1,151	38	1,189	0.389748%
3005	T1D3b	1/1	370		726	39	765	0.245836%
3006	T2E2	2/2	473, 475		1,384	63	1,447	0.468646%
3007	T2E3	2/2	521, 542HC		1,153	149	1,302	0.390425%
3008	T1D5	1/1	353		619	37	656	0.209604%
3009	T0D3b	0/1	237		531	37	568	0.179806%
3101	T2E4	2/2	488, 489		1,168	68	1,236	0.395505%
3102	T3E1	3/3	410, 411		1,398	158	1,556	0.473386%
3103	T1E1	1/1	349		706	38	744	0.239064%
3104	T2E1	2/2	671, 672		1,151	38	1,189	0.389748%
3105	T1D3b	1/1	345		726	39	765	0.245836%
3106	T2E2	2/2	421, 442HC		1,384	67	1,451	0.468646%
3107	T2E3	2/2	516, 531HC		1,153	159	1,312	0.390425%
3108	T1D5	1/1	354		619	37	656	0.209604%
3109	T0D3b	0/1	238		531	37	568	0.179806%
3201	T2E4	2/2	480, 481		1,168	68	1,236	0.395505%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3202	T3E1	3/3	319, 320		1,398	184	1,582	0.473386%
3203	T1E1	1/1	323		706	38	744	0.239064%
3204	T2E1	2/2	532, 584		1,151	38	1,189	0.389748%
3205	T1D3b	1/1	367		726	39	765	0.245836%
3206	T2E2	2/2	418, 431HC		1,384	71	1,455	0.468646%
3207	T2E3	2/2	576, 577		1,153	170	1,323	0.390425%
3208	T1D5	1/1	356		619	37	656	0.209604%
3209	T0D3b	0/1	257		531	37	568	0.179806%
3301	T2E4	2/2	478, 479		1,168	68	1,236	0.395505%
3302	T3E1	3/3	316, 317		1,398	196	1,594	0.473386%
3303	T1E1	1/1	344		706	38	744	0.239064%
3304	T2E1	2/2	564, 585		1,151	38	1,189	0.389748%
3305	T1D3b	1/1	366		726	39	765	0.245836%
3306	T2E2	2/2	476, 477		1,384	75	1,459	0.468646%
3307	T2E3	2/2	588, 589		1,153	180	1,333	0.390425%
3308	T1D5	1/1	357		619	37	656	0.209604%
3309	T0D3b	0/1	258		531	37	568	0.179806%
3401	T2F4	2/2	306, 307		1,122	129	1,251	0.379928%
3402	T3F1	3/3	377, 378		1,572	86	1,658	0.532306%
3403	T1F1	1/1	232		809	0	809	0.273941%
3404	T2F1	2/2	372, 374		1,169	51	1,220	0.395843%
3405	T1D3c	1/1	235		726	39	765	0.245836%
3406	T2F2	2/2	363, 386		1,205	284	1,489	0.408033%
3407	T2F3	2/2	492, 493		1,207	140	1,347	0.408711%
3408	T1D5	1/1	327		619	37	656	0.209604%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3409	T0F1	0/1	240		547	0	547	0.185223%
3501	T2F4	2/2	391, 392		1,122	62	1,184	0.379928%
3502	T3F1	3/3	379, 380		1,572	86	1,658	0.532306%
3503	T1F1	1/1	230		809	0	809	0.273941%
3504	T2F1	2/2	321, 330HC		1,169	51	1,220	0.395843%
3505	T1D3c	1/1	234		726	39	765	0.245836%
3506	T2F2	2/2	302, 303		1,205	284	1,489	0.408033%
3507	T2F3	2/2	339, 383		1,207	138	1,345	0.408711%
3508	T1D5	1/1	343		619	37	656	0.209604%
3509	T0F1	0/1	241		547	0	547	0.185223%
3601	T2F4	2/2	389, 390		1,122	62	1,184	0.379928%
3602	T3F1	3/3	314, 315		1,572	86	1,658	0.532306%
3603	T1F1	1/1	231		809	0	809	0.273941%
3604	T2F1	2/2	318, 340		1,169	51	1,220	0.395843%
3605	T1D3c	1/1	233		726	39	765	0.245836%
3606	T2F2	2/2	304, 305		1,205	284	1,489	0.408033%
3607	T2F3	2/2	362, 381		1,207	137	1,344	0.408711%
3608	T1D5	1/1	324		619	37	656	0.209604%
3609	T0F1	0/1	280		547	0	547	0.185223%
3701	T2G1	2/2	387, 388		1,122	62	1,184	0.379928%
3702	T3F1	3/3	384, 385		1,572	86	1,658	0.532306%
3703	T1F1	1/1	245		809	0	809	0.273941%
3704	T2F1	2/2	250, 265		1,169	51	1,220	0.395843%
3705	T1D3c	1/1	242		726	39	765	0.245836%
3706	T2F2	2/2	248, 270		1,205	284	1,489	0.408033%

Unit Number	Unit Type	Bed/Bath	Parking Stall(s)	Storage Locker(s)	Approx. Net Living Area (sq. ft,)	Approx. Net Lanai Area (sq. ft.)	Total Approx. Net Area (sq. ft.)	Common Interest (%)
3707	T2F3	2/2	375, 376		1,207	134	1,341	0.408711%
3708	T1G1	1/1	244		616	37	653	0.208588%
3709	T0G1	0/1	243		548	0	548	0.185562%
3801	P3H2	3/3.5	268, 269		2,631	62	2,693	0.890901%
3802	P3H1	3/3.5	271, 272		2,199	89	2,288	0.744619%
3803	P2H1	2/2.5	312, 313		1,514	56	1,570	0.512666%
3804	P2H2	2/2.5	275, 276		1,618	301	1,919	0.547882%
3805	P2H3	2/2	308, 309		1,208	135	1,343	0.409049%
3901	P3H2	3/3.5	263, 264		2,631	62	2,693	0.890901%
3902	P3H1	3/3.5	266, 267		2,199	89	2,288	0.744619%
3903	P2H1	2/2.5	273, 274		1,514	60	1,574	0.512666%
3904	P2H2	2/2.5	259, 260		1,618	301	1,919	0.547882%
3905	P2H3	2/2	310, 311		1,208	142	1,350	0.409049%
Commercial Unit 1	Commercial				6,939	1,070	8,009	2.349652%
Commercial Unit 2	Commercial				1,595	135	1,730	0.540094%
TOTAL					**295,319**			**100.000000%**

"*" indicates the Resident Manager Unit
"HC" indicates handicapped parking stalls
"T" indicates tandem parking stalls
"C" indicates compact parking stalls

NOTE: DUE TO STRUCTURAL VARIATIONS, NOT ALL UNITS OF THE SAME UNIT TYPE ARE IDENTICAL, AND ACCORDINGLY, THE APPROXIMATE NET LIVING AREA AND APPROXIMATE NET LANAI AREA MAY VARY AMONG UNITS OF THE SAME UNIT TYPE. ADDITIONALLY, UNITS OF THE SAME UNIT TYPE MAY HAVE DIFFERENT LANAI DESIGNS AS MORE PARTICULARLY SHOWN ON THE CONDOMNINIUM MAP.

A. **Layout and Floor Plans of Units**. Each Residential Unit has the number of bedrooms ("**Bed**") and bathrooms ("**Bath**") noted above. The layouts and floor plans of each Unit are depicted in the Condominium Map. None of the Units contain a basement.

B. **Approximate Net Living Areas**. The approximate net living areas of the Units were determined by measuring the area between the interior finished surfaces of all perimeter and party walls at the floor for each Unit and includes the area occupied by load bearing and nonloadbearing interior walls, columns, ducts, vents, shafts,

stairways, and the like located within the Unit's perimeter walls. All areas are not exact and are approximate based on the floor plans of each type of Unit.

C. **Common Interest.** The Common Interest for each of the three hundred seventeen (317) Units (including the Commercial Units and the Residential Units) in the Project is calculated by dividing the approximate net living area of the Unit by the total net living area of all the Units in the Project. In order to permit the Common Interest to equal one hundred percent (100%), the Common Interest attributable to Commercial Unit 1 was decreased by 0.000011%.

D. **Parking Stalls and Storage Lockers.** The Condominium Map depicts the location, type, and number of parking stalls and storage lockers in the Project. Numbered parking stalls and storage lockers designated on the Condominium Map as "LCE-RU - Residential Unit Limited Common Elements" not otherwise identified above as a Limited Common Element to a specific Unit are Limited Common Elements appurtenant to Unit 1501. Developer has the reserved right to redesignate and reassign parking stalls and storage lockers currently designated as Limited Common Elements appurtenant to Unit 1501, to other Residential Units in the Project as Limited Common Elements appurtenant to such Residential Units.

II. Class Common Interest.

A. **Residential Unit Class Common Interest.**

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
701	1,124	0.391931%
702	947	0.330213%
703	812	0.283139%
704	822	0.286626%
705	709	0.247224%
706	1,452	0.506303%
901	1,048	0.365431%
902	1,435	0.500375%
903	668	0.232927%
904	724	0.252454%
905	604	0.210611%
906	684	0.238506%
907	1,204	0.419827%
908	1,055	0.367871%
909	733	0.255592%
910	747	0.260474%
911	572	0.199453%
912	492	0.171557%
1001	1,048	0.365431%
1002	1,435	0.500375%
1003	668	0.232927%
1004	724	0.252454%
1005	604	0.210611%
1006	684	0.238506%
1007	1,204	0.419827%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1008	1,055	0.367871%
1009	733	0.255592%
1010	747	0.260474%
1011	572	0.199453%
1012	492	0.171557%
1101	1,048	0.365431%
1102	1,435	0.500375%
1103	668	0.232927%
1104	724	0.252454%
1105	604	0.210611%
1106	684	0.238506%
1107	1,204	0.419827%
1108	1,055	0.367871%
1109	733	0.255592%
1110	747	0.260474%
1111	572	0.199453%
1112	492	0.171557%
1201	1,048	0.365431%
1202	1,435	0.500375%
1203	668	0.232927%
1204	724	0.252454%
1205	604	0.210611%
1206	684	0.238506%
1207	1,204	0.419827%
1208	1,055	0.367871%
1209	733	0.255592%
1210	747	0.260474%
1211	572	0.199453%
1212	492	0.171557%
1301	1,048	0.365431%
1302	1,435	0.500375%
1303	668	0.232927%
1304	724	0.252454%
1305	604	0.210611%
1306	684	0.238506%
1307	1,204	0.419827%
1308	1,055	0.367871%
1309	733	0.255592%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1310	747	0.260474%
1311	572	0.199453%
1312	492	0.171557%
1401	1,048	0.365431%
1402	1,435	0.500375%
1403	668	0.232927%
1404	724	0.252454%
1405	604	0.210611%
1406	684	0.238506%
1407	1,204	0.419827%
1408	1,055	0.367871%
1409	733	0.255592%
1410	747	0.260474%
1411	572	0.199453%
1412	492	0.171557%
1501	1,168	0.407294%
1502	1,410	0.491658%
1503	623	0.217236%
1504	424	0.147846%
1505	756	0.263612%
1506	725	0.252803%
1507	627	0.218631%
1508	916	0.319403%
1509	926	0.322890%
1510	619	0.215841%
1511	530	0.184807%
1601	1,169	0.407622%
1602	1,411	0.492006%
1603	623	0.217236%
1604	430	0.149938%
1605	755	0.263263%
1606	725	0.252803%
1607	636	0.221769%
1608	904	0.315219%
1609	935	0.326028%
1610	619	0.215841%
1611	530	0.184807%
1701	1,169	0.407622%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
1702	1,411	0.492006%
1703	623	0.217236%
1704	430	0.149938%
1705	755	0.263263%
1706	725	0.252803%
1707	636	0.221769%
1708	904	0.315219%
1709	935	0.326028%
1710	619	0.215841%
1711	530	0.184807%
1801	1,169	0.407622%
1802	1,411	0.492006%
1803	623	0.217236%
1804	430	0.149938%
1805	755	0.263263%
1806	725	0.252803%
1807	636	0.221769%
1808	904	0.315219%
1809	935	0.326028%
1810	619	0.215841%
1811	530	0.184807%
1901	1,169	0.407622%
1902	1,411	0.492006%
1903	623	0.217236%
1904	430	0.149938%
1905	755	0.263263%
1906	725	0.252803%
1907	636	0.221769%
1908	904	0.315219%
1909	935	0.326028%
1910	619	0.215841%
1911	530	0.184807%
2001	1,169	0.407622%
2002	1,411	0.492006%
2003	623	0.217236%
2004	430	0.149938%
2005	755	0.263263%
2006	725	0.252803%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2007	636	0.221769%
2008	904	0.315219%
2009	935	0.326028%
2010	619	0.215841%
2011	530	0.184807%
2101	1,169	0.407622%
2102	1,411	0.492006%
2103	623	0.217236%
2104	430	0.149938%
2105	755	0.263263%
2106	725	0.252803%
2107	636	0.221769%
2108	904	0.315219%
2109	935	0.326028%
2110	619	0.215841%
2111	530	0.184807%
2201	1,169	0.407622%
2202	1,411	0.492006%
2203	623	0.217236%
2204	430	0.149938%
2205	755	0.263263%
2206	725	0.252803%
2207	636	0.221769%
2208	904	0.315219%
2209	935	0.326028%
2210	619	0.215841%
2211	530	0.184807%
2301	1,169	0.407622%
2302	1,411	0.492006%
2303	623	0.217236%
2304	430	0.149938%
2305	755	0.263263%
2306	725	0.252803%
2307	636	0.221769%
2308	904	0.315219%
2309	935	0.326028%
2310	619	0.215841%
2311	530	0.184807%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2401	1,169	0.407622%
2402	1,411	0.492006%
2403	623	0.217236%
2404	430	0.149938%
2405	755	0.263263%
2406	725	0.252803%
2407	636	0.221769%
2408	904	0.315219%
2409	935	0.326028%
2410	619	0.215841%
2411	530	0.184807%
2501	1,168	0.407274%
2502	1,398	0.487473%
2503	706	0.246177%
2504	1,151	0.401346%
2505	726	0.253151%
2506	1,384	0.482591%
2507	1,153	0.402043%
2508	619	0.215841%
2509	531	0.185156%
2601	1,168	0.407274%
2602	1,398	0.487473%
2603	706	0.246177%
2604	1,151	0.401346%
2605	726	0.253151%
2606	1,384	0.482591%
2607	1,153	0.402043%
2608	619	0.215841%
2609	531	0.185156%
2701	1,168	0.407274%
2702	1,398	0.487473%
2703	706	0.246177%
2704	1,151	0.401346%
2705	726	0.253151%
2706	1,384	0.482591%
2707	1,153	0.402043%
2708	619	0.215841%
2709	531	0.185156%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
2801	1,168	0.407274%
2802	1,398	0.487473%
2803	706	0.246177%
2804	1,151	0.401346%
2805	726	0.253151%
2806	1,384	0.482591%
2807	1,153	0.402043%
2808	619	0.215841%
2809	531	0.185156%
2901	1,168	0.407274%
2902	1,398	0.487473%
2903	706	0.246177%
2904	1,151	0.401346%
2905	726	0.253151%
2906	1,384	0.482591%
2907	1,153	0.402043%
2908	619	0.215841%
2909	531	0.185156%
3001	1,168	0.407274%
3002	1,398	0.487473%
3003	706	0.246177%
3004	1,151	0.401346%
3005	726	0.253151%
3006	1,384	0.482591%
3007	1,153	0.402043%
3008	619	0.215841%
3009	531	0.185156%
3101	1,168	0.407274%
3102	1,398	0.487473%
3103	706	0.246177%
3104	1,151	0.401346%
3105	726	0.253151%
3106	1,384	0.482591%
3107	1,153	0.402043%
3108	619	0.215841%
3109	531	0.185156%
3201	1,168	0.407274%
3202	1,398	0.487473%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3203	706	0.246177%
3204	1,151	0.401346%
3205	726	0.253151%
3206	1,384	0.482591%
3207	1,153	0.402043%
3208	619	0.215841%
3209	531	0.185156%
3301	1,168	0.407274%
3302	1,398	0.487473%
3303	706	0.246177%
3304	1,151	0.401346%
3305	726	0.253151%
3306	1,384	0.482591%
3307	1,153	0.402043%
3308	619	0.215841%
3309	531	0.185156%
3401	1,122	0.391234%
3402	1,572	0.548146%
3403	809	0.282093%
3404	1,169	0.407622%
3405	726	0.253151%
3406	1,205	0.420175%
3407	1,207	0.420873%
3408	619	0.215841%
3409	547	0.190735%
3501	1,122	0.391234%
3502	1,572	0.548146%
3503	809	0.282093%
3504	1,169	0.407622%
3505	726	0.253151%
3506	1,205	0.420175%
3507	1,207	0.420873%
3508	619	0.215841%
3509	547	0.190735%
3601	1,122	0.391234%
3602	1,572	0.548146%
3603	809	0.282093%
3604	1,169	0.407622%

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
3605	726	0.253151%
3606	1,205	0.420175%
3607	1,207	0.420873%
3608	619	0.215841%
3609	547	0.190735%
3701	1,122	0.391234%
3702	1,572	0.548146%
3703	809	0.282093%
3704	1,169	0.407622%
3705	726	0.253151%
3706	1,205	0.420175%
3707	1,207	0.420873%
3708	616	0.214795%
3709	548	0.191084%
3801	2,631	0.917412%
3802	2,199	0.766777%
3803	1,514	0.527922%
3804	1,618	0.564186%
3805	1,208	0.421221%
3901	2,631	0.917412%
3902	2,199	0.766777%
3903	1,514	0.527922%
3904	1,618	0.564186%
3905	1,208	0.421221%
Total	**286,785**	**100.000000%**

B. **Commercial Unit Class Common Interest.**

Unit Number	Approx. Net Living Area (sq. ft.)	Class Common Interest (%)
Commercial Unit 1	6,939	81.310054%
Commercial Unit 2	1,595	18.689946%
Total	**8,534**	**100.000000%**

C. **Commercial Unit Class Common Interest and Residential Unit Class Common Interest.** The Commercial Unit Class Common Interest is calculated by dividing the approximate net living area of a Commercial Unit by the total approximate net living area of all Commercial Units in the Project. The Residential Unit Class Common Interest is calculated by dividing the approximate net living area of the Residential Unit by the total net living area of all Residential Units in the Project. In order to permit the Residential Unit Class Common Interest to equal one hundred percent (100%), the Residential Unit Class Common Interest attributable to Unit 1501 was increased by 0.000020%.

Section III

Bylaws of The Association of Unit Owners of Muse Honolulu "Bylaws"

OFFICE OF THE
ASSISTANT REGISTRAR, LAND COURT
STATE OF HAWAII
(Bureau of Conveyances)

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BYLAWS OF THE ASSOCIATION

OF UNIT OWNERS OF

MUSE HONOLULU

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BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF

MUSE HONOLULU

THESE BYLAWS, are made this 6th day of January, 2025, by **1538 KAPIOLANI LLC**, a Hawaii limited liability company ("**Developer**"), with its principal place of business and post office address at 1388 Kapiolani Boulevard, Comm 1, Honolulu, Hawaii 96814.

WITNESSETH:

WHEREAS, Developer is the fee simple owner of that certain parcel of real property described in **Exhibit "A"** (the "**Land**") to the Declaration of Condominium Property Regime of Muse Honolulu of even date herewith (the "**Declaration**"), filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Office**") and noted on Transfer Certificate of Title 1,157,622, and shown on Condominium Map No. 2614 (the "**Condominium Map**"); and

WHEREAS, Developer has undertaken to develop the Land and Improvements to be constructed thereon as a condominium project to be known as "Muse Honolulu," as described in the Declaration and in accordance with the Condominium Map; and

WHEREAS, Developer desires to submit the Land and Improvements to a condominium property regime by filing the Declaration and adopting these Bylaws, all as provided for the Chapter 514B, Hawaii Revised Statutes, as amended (the "**Act**");

NOW, THEREFORE, Developer hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to the following Bylaws, all of which are declared to be in furtherance of the plan set forth in the Declaration, and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of such property.

ARTICLE I

INTRODUCTORY PROVISIONS

Section 1. **AUTHORITY FOR BYLAWS.** Developer, acting as the present Association of the Project, hereby approves and adopts these Bylaws pursuant to the Act. These Bylaws are subject to the laws of the State of Hawaii, including, but not limited to, the Act and Hawaii Administrative Rules, Title 16, Chapter 107 (the "**HAR**"), as amended from time to time.

Section 2. **PURPOSE OF BYLAWS; COVENANTS TO RUN WITH THE LAND.** The Land and the Improvements are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following Bylaws, all of which are declared and agreed to be in furtherance of the plan set forth in the Declaration, to constitute a condominium property regime under the Act and for the purposes of enhancing and perfecting the value, desirability, and attractiveness of the Project. These Bylaws shall constitute covenants running with the Land and Units established thereon, and equitable servitudes and liens, and shall be binding upon all parties having or acquiring any right, title or interest therein.

Section 3. **DEFINITIONS.** The terms used herein with initial capital letters shall have the meanings given to them in Section I.B of the Declaration, except as otherwise expressly provided herein.

Section 4. **CONFLICTS.** These Bylaws are set forth to comply with the requirements of the Act and the HAR. In any case where any of these Bylaws conflict with the provisions of the Act, the HAR, or the Declaration, the provisions of the Act, the HAR, or the Declaration, as the case may be, shall control.

Section 5. **BINDING EFFECT OF BYLAWS ON OWNERS, MORTGAGEES, AND LESSEES.** All present and future Owners, mortgagees, vendors and vendees under Agreements of Sale, tenants and Occupants of Units, and their employees, business invitees, and any other Persons who may use any part of the Project in any manner are subject to the Condominium Documents, including these Bylaws. The acceptance of a Unit Deed, conveyance, mortgage, or Agreement of Sale, or the entering into of a lease, or the act of occupancy of a Unit shall

constitute an acceptance, ratification, and agreement to comply with the provisions of the Condominium Documents, including these Bylaws, as the same may be amended from time to time.

ARTICLE II

ASSOCIATION OF OWNERS

Section 1. **MEMBERSHIP**. The membership of the Association shall consist exclusively of all Owners. Developer, with respect to each Unit it owns, and each Owner, upon acquiring title to a Unit, shall automatically become a member of the Association and shall remain a member until such time as the Owner's ownership of such Unit ceases for any reason. In the event that the Project is terminated, the Association shall consist of all former Owners who owned Units at the time of termination and who are entitled to distributions of proceeds under Section 514B-47 of the Act, or such Owners' heirs, successors, or assigns. Notwithstanding anything to the contrary provided herein, during the Developer Control Period, Developer shall operate the Project in accordance with the Declaration and these Bylaws and, where necessary, take all actions on behalf of the Association upon such terms and conditions as they shall agree upon which are consistent with the terms of the Declaration and these Bylaws. For the duration of the Developer Control Period, Developer shall have the right to appoint and remove the Officers and Directors of the Board. Following the termination of the Developer Control Period and the first election of a replacement Board in accordance with **Article III, Section 3** below, Developer shall be entitled to vote the interest of each Unit that it owns.

Section 2. **CLASSES**. The Association shall be comprised of the following two (2) Unit Classes: (a) the Residential Unit Class and (b) the Commercial Unit Class. The Owner of any Unit, upon acquiring title thereto, shall automatically become a member of the Unit Class to which such Owner's Unit belongs. Each Residential Unit Owner shall be a member of, and all Residential Unit Owners shall comprise, the Residential Unit Class. Each Commercial Unit Owner shall be a member of, and all Commercial Unit Owners shall comprise, the Commercial Unit Class. Each Unit Class shall vote on and determine issues affecting their Unit Class, with matters requiring a percentage vote of the Association requiring the approval of the same percentage vote of the affected Unit Class and matters requiring a percentage vote of the Board requiring the approval of the same percentage of Directors of the affected Unit Class. The Commercial Unit Class, for instance, may vote on and determine issues pertaining to only the Commercial Unit Class, subject to any approval rights of Developer or the Commercial Director, and the Residential Unit Class may vote on and determine issues pertaining to only the Residential Unit Class, subject to any approval rights of Developer. The number of Units comprising the Residential Unit Class and/or the Commercial Unit Class may increase or decrease if Residential Units and/or Commercial Units are consolidated and/or subdivided.

Section 3. **PURPOSE**. The Association shall be organized and operated for the purposes of administrative and fiscal management of the Project and managing, maintaining, acquiring, constructing, and caring for the Association property, which includes the Common Elements, any real property which is not part of the Common Elements but which the Association either owns or leases, any personal or moveable property owned or leased by the Association, and any fixtures owned or leased by the Association; provided, however, that unless otherwise provided in the Declaration or these Bylaws: (a) Limited Common Elements solely appurtenant to one Unit shall be managed and maintained by the Owner of the Unit to which such Limited Common Element is appurtenant; (b) Residential Limited Common Elements and Residential Unit Limited Common Elements (except those Limited Common Elements solely appurtenant to one (1) Residential Unit) shall be managed and maintained by the Association and the cost thereof charged as a Residential Unit Class Expense or to the Owners of the Residential Units to which the Residential Unit Limited Common Element is appurtenant, as applicable; and (c) Commercial Limited Common Elements and Commercial Unit Limited Common Elements shall be managed and maintained by the Commercial Unit Owners who own the Commercial Units to which said Limited Common Elements are appurtenant and the cost thereof charged as a Unit Class Expense or to the Owners of the Commercial Units to which the Commercial Unit Limited Common Element is appurtenant, as applicable.

Section 4. **VOTING**. Except with respect to those matters requiring voting by the Unit Classes set forth above, each Owner shall be entitled to that percentage of the total vote of all Owners that equals the percentage of the Common Interest appurtenant to such Owner's Unit as set forth in the Declaration. With respect to those matters requiring voting by Unit Class, each Owner shall have a vote equal to its, his, or her Class Common Interest as set forth in the Declaration. The respective Owners may cast votes in person or by proxy; provided voting by acclamation is permitted for items where formal voting is not necessary. The vendee of a Unit pursuant to an Agreement of Sale

shall have the right to vote unless the vote is retained by the vendor as may be provided in said Agreement of Sale pursuant to Section 514B-124 of the Act. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association the percentage of vote for any Unit owned or controlled by him or her in such capacity; provided that he or she shall first present evidence satisfactory to the Secretary that he or she owns or controls such Unit in such capacity not later than the commencement of the meeting. The vote for any Unit owned of record by two (2) or more Persons may be exercised by any one of them present at any meeting in the absence of protest by the other or others. If more than one (1) Owner is present, the votes allocated to that Unit may be cast only in accordance with the agreement of the majority in interest of the Owners. There is deemed to be a majority agreement if any one (1) Owner casts the votes allocated to that Unit without protest being made by any of the other Owners of the Unit to the person presiding over the meeting before the polls are closed. If co-Owners do not agree in their vote, then the entire vote allocated to that Unit will not be counted. Corporations, general partnerships, limited partnerships, limited liability partnerships, limited liability companies, and other legal entities that are Owners shall designate a general partner, officer, member, or manager, as appropriate, for the purpose of exercising the vote; and such representative of an Owner that is a corporation, general partnership, limited partnership, limited liability company, or other legal entity shall present satisfactory written evidence to the Secretary of his or her designation as representative not later than the commencement of the meeting.

Section 5. **QUORUM**. The term "**quorum**" refers to the number or percentage of Owners who must be present at a meeting to conduct business for all Owners, the Residential Unit Class, and the Commercial Unit Class. The quorum for the foregoing shall be as follows:

A. **ALL OWNERS**. For all meetings of the Association with respect to all matters that may be voted on by all Owners, thirty-three percent (33%) of Owners must be present to have a quorum unless a different number is required by law, the Declaration, or another part of these Bylaws.

B. **RESIDENTIAL UNIT OWNERS**. With respect to those matters that may only be voted on by, or that require a vote of only, the Residential Unit Class, thirty-three percent (33%) of the Residential Unit Class must be present to have a quorum unless a different number is required by law, the Declaration, or another part of these Bylaws.

C. **COMMERCIAL UNIT OWNERS**. With respect to those matters that affect the Commercial Units the Commercial Limited Common Elements, or the Commercial Unit Limited Common Elements, which appurtenant to all Commercial Units, which may only be voted on by, or which require a vote of only, the Commercial Unit Class Owners, fifty percent (50%) of the Commercial Unit Class must be present to have a quorum unless a different number is required by law, the Declaration, or another part of these Bylaws.

D. **WHEN A MEMBER IS "PRESENT"**. Members are "**present**" at a meeting if: (i) they attend it in person, (ii) their proxy holder attends it for them, or (iii) someone else permitted by these Bylaws attends it for them.

Section 6. **MAJORITY VOTE**. The vote of a Majority of the Common Interest or Class Common Interest present or represented at a meeting at which a quorum is present shall be binding upon all Owners, the Residential Unit Class, and/or Commercial Unit Class, respectively, for all purposes, except where a higher percentage vote is required in the Declaration, these Bylaws, or by law. Notwithstanding the preceding sentence: (i) where a vote requires a Majority of Owners, the term "**Majority of Owners**" shall mean Owners to which are appurtenant more than fifty percent (50%) of the total Common Interest or Class Common Interest with respect to the Unit Class; and (ii) where a vote requires a specific percentage of Owners, the specified percentage of Owners means Owners to which are appurtenant such percentage of the Common Interest (or Class Common Interest with respect to the Unit Class).

Section 7. **PROXIES**. An Owner may appoint in writing a proxy to represent the Owner at meetings of the Association. An Owner may vote by mail or electronic transmission through a duly executed proxy.

A. A proxy, to be valid, must: (i) be delivered to the Secretary or the Managing Agent no later than 4:30 p.m. Hawaii Standard Time on the second business day prior to the date of the meeting to which it pertains; (ii) contain at least the name of the Association, the date of the meeting of the Association, the printed name(s) and signature(s) of the Person(s) giving the proxy, the Unit number for which the proxy is given, the name of the person to whom the proxy is given, and the date that the proxy is given; (iii) if it is a standard proxy form

authorized by the Association, contain boxes where the Owner has indicated that the proxy is given: (a) for quorum purposes only; (b) to the individual whose name is printed on a line next to the box; (c) to the Board as a whole and that the vote be made on the basis of the preference of the Majority of the Directors present at the meeting; or (d) to those Directors present at the meeting with the vote to be shared with each Director receiving an equal percentage; provided that if the proxy is returned with no box or more than one (1) of the boxes in subparagraphs (a) through (d) above checked, the proxy shall be counted for quorum purposes only. The proxy form shall also contain a box where the Owner may indicate that the Owner wishes to obtain a copy of the annual audit report required by Section 514B-150 of the Act. An Owner may revoke a proxy only by actual notice of revocation to the Secretary or the Managing Agent. A proxy is void if it purports to be revocable without notice.

B. A proxy shall only be valid for the meeting to which the proxy pertains and its adjournments, may designate any person as proxy, and may be limited as the Owner indicates; provided that no proxy shall be irrevocable unless coupled with a financial interest in the Unit.

C. A copy, facsimile telecommunication, or other reliable reproduction of a proxy may be used in lieu of the original proxy for any and all purposes for which the original proxy could be used; provided that any copy, facsimile telecommunication, or other reproduction shall be a complete reproduction of the original proxy.

D. Nothing in this Section shall affect the holder of any proxy under a first Mortgage of record or under an Agreement of Sale.

E. With respect to the use of Association funds to distribute proxies:

(1) If the Board intends to use Association funds to distribute proxies, including the standard proxy form referred to in this Section, the Board shall first post notice of its intent to distribute proxies in prominent locations within the Project at least twenty-one (21) calendar days before its distribution of proxies. If the Board receives within seven (7) calendar days of the posted notice a request by any Owner for use of Association funds to solicit proxies accompanied by a statement, the Board shall mail to all Owners either: (a) a proxy form containing the names of all Owners who have requested the use of Association funds for soliciting proxies accompanied by their statements; or (b) a proxy form containing no names, but accompanied by a list of names of all Owners who have requested the use of Association funds for soliciting proxies and their statements. The statement, which shall be limited to black text on white paper, shall not exceed one single-sided 8-1/2" x 11" page and indicate the Owner's qualifications to serve on the Board or reasons for wanting to receive proxies.

(2) The Board or a Director may use Association funds to solicit proxies as part of the distribution of proxies. If a Director, as an individual, seeks to solicit proxies using Association funds, the Director shall proceed as an Owner under subpart (1) of this Subsection.

F. No Managing Agent or Resident Manager, if any, or their employees, shall solicit, for use by the Managing Agent or the Resident Manager, if any, any proxies from any Owner, nor shall the Managing Agent or Resident Manager, if any, cast any proxy vote at any Association meeting except for the purpose of establishing a quorum.

G. The Board shall not adopt any rule prohibiting the solicitation of proxies or distribution of materials relating to Association matters on the Common Elements by Owners; provided that subject to applicable approval rights of Developer, the Board may adopt rules regulating the reasonable time, place, and manner of the solicitations or distributions, or both.

Section 8. **PLACE OF MEETINGS**. All meetings of the Association, except those where all persons attend by electronic means, shall be held at the Project, or elsewhere within the State of Hawaii, as may be designated by the Board; provided that in the event of a natural disaster, such as a hurricane, an Association meeting may be held outside the State of Hawaii; and provided further that Association meetings may be held electronically if so authorized by the Board, in its sole discretion, in accordance with Section 514B-121 of the Act.

Section 9. **ANNUAL MEETINGS**. The first annual meeting of the Association shall be held one hundred eighty (180) calendar days from the recordation of the first Unit Deed conveying a Unit in the Project,

provided that not less than forty percent (40%) of the Units in the Project have been sold and recorded (or if less than forty percent (40%) of the Units in the Project have been sold and recorded, then within one (1) year of the recordation of the first Unit Deed, provided that ten percent (10%) of Owners request, in writing, that the first annual meeting be held). The terms "**recorded**" and "**recordation**" shall mean and refer to the filing of a Unit Deed transferring a Unit to an Owner in said Office. Subject to the rights of Developer to appoint Directors contained in the Declaration and these Bylaws, at such meeting, Owners shall elect a Board. Prior to that time, the Association shall consist solely of Developer, which shall have authority to act in all matters as the Association and the Board and may act without formal meeting and without call or notice. Thereafter, the annual meetings of the Association shall be held on a date that is selected by the Board. If the Board does not choose a meeting date by the 15th of February of each year, then the meeting will be held at the Project at 6:30 p.m. Hawaii Standard Time on the third (3rd) Wednesday in March of each year, or at such other time as the Board may determine from time to time. Developer may set the date and time for the first annual meeting. Owners may transact other business at such meeting as may properly come before the Association.

Section 10. **SPECIAL MEETINGS**. A special meeting of the Association may be called at any time for any one (1) or more purposes. It may be called by (a) the President, (b) a Majority of the Directors, or (c) a petition dated and signed by not less than twenty-five percent (25%) of Owners, as shown in the Association's record of ownership, and presented to the Secretary or the Managing Agent. The petition shall be valid only if submitted within one hundred twenty (120) days of the earliest signature. Owners may transact only that business the general nature of which is stated in the notice of the special meeting. Upon receipt of such call or petition, the Secretary or the Managing Agent shall send written notice of the meeting to all Owners in the manner provided in **Article II, Section 11** below. In the event that the Secretary or the Managing Agent shall fail to send out notices within fourteen (14) calendar days of receipt of any petition to have such meeting, or such other period as may be required by Section 514B-121 of the Act, the petitioners calling for the meeting may send the notice at the Association's expense and in accordance with the provisions for such notice contained in these Bylaws. The meeting shall be held at the time and place specified in such call, or if unspecified, at any reasonable time within forty-five (45) calendar days from the date the call was received; provided that a special meeting based upon a petition to the Secretary or Managing Agent shall be set no later than sixty (60) calendar days from receipt of the petition.

Section 11. **NOTICE OF MEETINGS AND OTHER NOTICES**. The Secretary or Managing Agent shall cause written notice of all meetings, annual or special, stating the date, time, and place of the meeting and whether it is annual or special, together with a standard proxy form authorized by the Association, if any, and any other notices permitted or required to be delivered by these Bylaws, to be given by hand delivering such notice(s) and form, by mailing, postage prepaid to the mailing address of each Unit or any other address designated in writing by the Owner, or, at the option of the Owner, expressed in writing, by facsimile or electronic mail to the electronic mailing address designated in writing by the Owner, at least fourteen (14) calendar days before the date assigned for the meeting. The notice must state the authority for holding the meeting, the items on the agenda, including the general nature and rationale of any proposed amendment to the Declaration or these Bylaws, and any proposal to remove a Director; provided that nothing herein shall preclude an Owner from proposing an amendment to the Declaration or these Bylaws or to remove a Director at any annual meeting. Upon written request for notices delivered to the Board, the holder of any duly recorded Mortgage or deed of trust from any Owner may obtain a copy of any and all notices permitted or required to be given to the Owner, whose interest is subject to said Mortgage or deed of trust. Notice may be considered waived as follows:

A. The presence of any Owner or mortgagee in person or by proxy at any meeting shall be deemed a waiver of any required notice to such Owner unless he or she shall, at the opening thereof, object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

B. An Owner may waive notice of any Association meeting by signing a document that (i) waives notice, (ii) consents to or approves the action taken at the meeting, or (iii) approves the minutes of the meeting. All such documents must be filed with the Association records and made a part of the minutes of the meeting.

C. An Owner automatically waives notice of any Association meeting if he or she does not file a written objection with the Secretary or the Managing Agent within fifteen (15) calendar days after he or she receives written notice of any action taken at an Association meeting. A copy of the minutes, among other things, will be treated as written notice.

Upon notice being given in accordance with the provisions hereof, the failure of any Owner to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereat. Each Owner shall keep the Association informed of any changes in address.

Section 12. **RECORD DATE FOR NOTICES AND VOTING.**

A. **PURPOSE OF THE RECORD DATE.** The "**Record Date**" is the date used to determine who is entitled to receive notice and to vote at Association meetings or on any action to be taken without a meeting. The Record Date is also used to determine who may object to and waive failure to receive notice and exercise other such rights for or as an Owner.

B. **SETTING THE RECORD DATE.** The Board may choose the Record Date. The Record Date for a meeting may not be more than ninety (90) calendar days before the meeting date. The Record Date for action without a meeting may not be more than thirty (30) calendar days before the ballot or request for consent or approval is sent. Unless the Board chooses another date, the Record Date will be the date and time when the mailing list is prepared, or, if notice is waived, then two (2) business days before the date of the meeting. If a meeting is adjourned and a new notice must be given, then a new Record Date must be set.

C. **EFFECT OF SETTING RECORD DATE.** When a Record Date is set, only Owners of Record, as hereinafter defined, on that date (or someone authorized to act for them) have the right to notice and to vote at a meeting or on a ballot or other request for consent or approval. This rule applies despite any issuance or transfer of a Unit in the records of the Association after the Record Date. A Person who is the Owner of a Unit as of the Record Date is considered to be the "**Owner of Record.**" A Person who becomes an Owner after the Record Date may act for the Owner of Record by obtaining a proxy from the Owner of Record. When these Bylaws refer to the "Owner" with respect to notice (including waivers of notice) and voting, it means the Owner of Record or someone authorized to act for the Owner of Record.

Section 13. **ADJOURNMENT OF MEETINGS.** If any meeting of the Association cannot be held because a quorum is not present, a Majority of Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than thirty (30) calendar days from the time the original meeting was called, as may be determined by Majority vote of Owners present, without notice other than the announcement at such meeting. If the meeting is adjourned for thirty (30) calendar days or more, or if the law requires a new notice, then a new notice must be given pursuant to **Article II, Section 11** herein. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

Section 14. **CONDUCT OF MEETINGS AND ORDER OF BUSINESS.** All meetings of the Association shall be conducted in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

Section 15. **INSPECTORS FOR VOTING AND PROXIES.**

A. **APPOINTMENT.** At least ten (10) business days before any meeting of the Association or before any ballot is sent to Owners, the Board may appoint inspectors of the voting at the meeting, including voting for the election of Directors. The Board may appoint either one (1) or three (3) inspectors of voting. If the Board fails or chooses not to do so, then the Managing Agent will be the inspector of the voting.

B. **DUTIES.** The voting inspectors will: (i) determine the authenticity, validity, and effect of proxies, pledges, and other documents purporting to give any person the right to represent, act, and vote for an Owner; (ii) receive votes, ballots, and consents; (iii) hear and determine all challenges, questions, and conflicts relating in any way to the right to cast votes; (iv) count and tabulate all votes and consents; (v) decide when the polls will close; (vi) determine the results of all votes and elections; and (vii) do anything else appropriate to conduct the vote or election fairly as to all Owners. The decision, act, or certificate of a majority of inspectors, if there are three (3), or of a single inspector, if there is only one (1), will be effective. Any facts stated in any effective report or certificate is presumed to be accurate.

Section 16. **MINUTES OF ASSOCIATION MEETINGS.** Minutes of meetings of the Association shall be approved at the next succeeding regular meeting or by the Board, within sixty (60) calendar days after the

meeting, if authorized by the Owners at an annual meeting. Minutes of all meetings of the Association shall be available within seven (7) calendar days after approval and unapproved final drafts of minutes shall be available within sixty (60) calendar days after the meeting. If approved by the Board, Owners shall be given a copy of the approved minutes or notified of the availability of the minutes within thirty (30) calendar days after approval. An Owner shall be allowed to offer corrections to the minutes at an Association meeting.

Section 17. **ASSOCIATION POWERS**. Except as otherwise provided herein, and subject to the provisions of the Declaration and these Bylaws, the Association, even if unincorporated, shall have those powers set forth in Section 514B-104 of the Act, as limited by Section 514B-105 of the Act. The Association delegates its powers to the Board, unless such delegation is prohibited by the Act.

ARTICLE III

BOARD OF DIRECTORS

Section 1. **NUMBER AND QUALIFICATION**. The affairs of the Association shall be governed by the Board. During the Developer Control Period, one (1) Commercial Director and two (2) Residential Directors shall be appointed from time to time by Developer. Upon the termination of the Developer Control Period, the Board shall be comprised of eight (8) Residential Directors and one (1) Commercial Director, who shall be elected at the first annual meeting as set forth in **Article III, Section 3** below. In the event the Owners decrease the number of Directors as permitted by the Act, the Board shall contain at least one (1) Commercial Director. Each Director shall be an Owner, co-Owner, a vendee under Agreement of Sale, a trustee or beneficiary of a trust that owns a Unit, or an officer of any corporate owner or a representative of any entity that owns a Unit. The partners of a general partnership and the general partners of a limited partnership or limited liability partnership shall be deemed to be Owners for purposes of serving on the Board. There shall not be more than one (1) Director from any one (1) Unit. No Resident Manager or employee of the Association shall serve on the Board. Any Director who is an employee of a Managing Agent shall not participate in any discussions regarding the Condominium Management Agreement with such Managing Agent and shall be excluded from any executive session where such Managing Agent or Condominium Management Agreement will be discussed.

Section 2. **POWERS AND DUTIES**. The Board shall have all the powers and duties necessary for the administration of the affairs of the Project in compliance with all governmental requirements and the Declaration, and for the maintenance, upkeep, and repair of the Project in good order and condition in accordance with the Project Quality Standard, and the Association may delegate, all rights, powers, and duties to the Board, except those rights, powers, and duties that cannot be delegated to the Board by law, the Declaration, or these Bylaws. The Board shall have all rights, powers, and duties to act on behalf of the Association other than those requiring the vote of the Association set forth in the Act and subject to all rights and approval requirements set forth in the Declaration and these Bylaws, including without limitation, the Developer's Reserved Rights or any approval rights of Developer or the Commercial Director.

The Commercial Director has certain consent and approval rights set forth in these Bylaws and the Declaration, ("**Commercial Director Consent Rights**"). Any consent and approval rights of the Commercial Director granted in the Declaration and these Bylaws shall automatically terminate when (a) Developer no longer owns any Commercial Units in the Project or (b) the Commercial Director terminates all such consent and approval rights in writing, whichever is first to occur. The termination of such rights shall not affect the rights of the Commercial Unit Class to appoint a Commercial Director to represent the rights and interests of the Commercial Unit Owners, as set forth in the Declaration and these Bylaws.

Section 3. **ELECTION AND TERM OF OFFICE**. During the Developer Control Period, the Board shall be appointed as set forth in **Article III, Section 1**, and the Directors so appointed shall serve until removed by Developer or replaced at the Association's first annual meeting, whichever comes first. Upon the termination of the Developer Control Period, each Residential Director shall be elected and removed only by Residential Unit Class, and the Commercial Director shall be elected and removed only by the Commercial Unit Class; provided that for so long as Developer owns a Commercial Unit in the Project, the Commercial Director shall be the individual appointed by Developer. Election of Directors may be by secret ballot at each annual meeting and each special meeting called for that purpose. Other than for the initial term set forth below, Directors shall hold office for a period not to exceed three

(3) years and until their respective successors have been elected, subject to removal as herein provided. The term of office for the initial Directors shall be as follows: (a) the four (4) Residential Directors with the highest number of votes shall serve for three (3) years; (b) the remaining four (4) Residential Directors with the highest number of votes shall serve for two (2) years; and (c) the Commercial Director shall initially serve for three (3) years; provided that so long as Developer shall own a Commercial Unit, the term of the Commercial Director shall not be limited. Directors shall be elected at each annual meeting to fill the vacancy in the office of Directors occurring as of the time of such meeting. An Owner shall provide notice of the Owner's intent to cumulatively vote before voting commences. The term "**cumulative voting**" as used herein means that each Owner may cast for any one (1) or more nominees to the Board a vote equivalent to the vote which such Owner is entitled to multiplied by the number of Director positions to be elected and for whom the Owner is entitled to vote, and each Owner shall be entitled to cumulate his or her votes and give all thereof to one nominee or to distribute his or her votes in such manner as he or she shall determine among any or all of the nominees for whom such Owner is entitled to vote, and the nominees receiving the highest number of votes on the foregoing basis, up to the total number of Directors to be elected, shall be deemed elected. A vote to fill Director positions may be done through a motion passed by acclamation in situations where a formal vote is not necessary (i.e., where there are four (4) vacant Director seats and there are only four (4) candidates). The secret ballot option is waived in the event of an uncontested election.

Section 4. **REMOVAL OF MEMBERS OF THE BOARD**. At any annual or special meeting of the Association duly called, Directors may be removed and successors shall then and there be elected for the remainder of the term to fill the vacancies thus created as follows:

A. During the Developer Control Period, Developer may remove and replace the Residential Directors and Commercial Director.

B. After the Developer Control Period, the removal and replacement of a Residential Director shall be by a vote of a majority of the Residential Unit Class and, otherwise, in accordance with all applicable requirements and procedures in these Bylaws for the removal and replacement of Directors. Any Residential Director whose removal has been proposed by the Residential Unit Class shall be given an opportunity to be heard at such meeting. Any Residential Director who shall miss three (3) consecutive meetings of the Board may be removed by vote of a majority of the remaining Residential Directors, even though they may constitute less than a quorum; provided, however, that this right of removal shall be without prejudice to the right of the Residential Unit Class to remove Residential Directors as provided in this Section. The replacement of the Director so removed shall be in accordance with all applicable requirements and procedures in these Bylaws for the replacement of Directors. Any Director removed by the Board shall not be eligible for reelection to the Board for a period of one (1) year after such Director's removal.

C. After the Developer Control Period, the removal and replacement of a Commercial Director shall be by the vote of a majority of the Commercial Unit Class, in accordance with all applicable requirements and procedures in these Bylaws for the removal and replacement of Directors; provided that for as long as Developer owns a Commercial Unit in the Project, the Commercial Director shall be the individual selected by Developer and may be substituted at any time and from time to time upon notice to the Board.

Section 5. **VACANCIES**.

A. A Director's office shall become vacant in the event of such Director's death, incapacity, or resignation or if such Director shall cease to be an Owner or co-Owner of record of a Unit, a vendee of a Unit under an Agreement of Sale, a trustee or beneficiary of a trust which owns a Unit, or an officer, partner, member, or other Person authorized to act on behalf of any other legal entity which owns a Unit.

B. Any vacancies during the Developer Control Period shall be filled by Developer.

C. Any vacancies of a Residential Director after the end of the Developer Control Period, other than a vacancy caused by the natural expiration of the term of such Director or the removal of such Director, shall be filled by the vote of a majority of the remaining Residential Directors, even though they may constitute less than a quorum, and each person so elected shall serve until his or her successor is elected at the next annual meeting of the Association. The successor elected at such annual meeting serves until the expiration of the term of the Residential Director whose seat was vacated.

D. Any vacancies for the Commercial Director after Developer no longer owns a Commercial Unit in the Project, other than a vacancy caused by the natural expiration of the term of such Director or the removal of such Director, shall be filled by vote of a Majority of the Commercial Unit Class at a special meeting of the Commercial Unit Class and the person so elected shall serve until his or her successor is elected at the next annual meeting of the Association.

Section 6. **ORGANIZATIONAL MEETING.** The first meeting of the Board shall be held immediately after the first annual meeting of the Association and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided that a majority of the Board, which must include the Commercial Director, shall be present thereat. At such meeting, the Board shall elect the Officers for the ensuing year.

Section 7. **REGULAR MEETINGS.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least one (1) such meeting shall be held during each calendar year.

Section 8. **EXECUTIVE SESSION.** The Board, with the approval of a majority of a quorum of the Directors, may adjourn a meeting and reconvene privately in executive session to discuss and vote upon matters: (a) concerning personnel; (b) concerning litigation in which the Association is or may become involved; (c) necessary to protect the attorney-client privilege of the Association; or (d) necessary to protect the interests of the Association while negotiating contracts, leases, and other commercial transactions. The nature of any and all business to be considered in an executive session shall first be announced in open session.

Section 9. **SPECIAL MEETINGS.** Special meetings of the Board may be called by the President on three (3) business days' notice to each Director, given personally or by mail, facsimile transmission, or electronic mail transmission (which notice shall state the time, place and purpose of the meeting), and on posting of notice, if practicable, as provided in **Article III, Section 11**; provided, however, that in the case of emergency situations, as determined by the President, a special meeting of the Board may be called by the President on eight (8) hours' notice to each Director. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice, if practicable, on the written request of at least two (2) Directors.

Section 10. **CONDUCT OF MEETING.** All meetings of the Board, other than executive sessions, shall be open to all members of the Association, and Association members who are not on the Board may participate in any deliberation or discussion, other than executive sessions, unless a majority of a quorum of the Board votes otherwise. All meetings of the Board (whether organizational, regular or special) shall be conducted in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

Section 11. **NOTICES; WAIVER OF NOTICE.** Notice of all Board meetings and other notices to the Directors shall be given to each Director by the Secretary or the person or persons calling the meeting. Notice of regular meetings of the Board shall be given to each Director personally or by first class mail, facsimile, or electronic mail at least seven (7) calendar days, if practicable, prior to the day named for such meeting. Notice of all Board meetings shall also be posted by the Managing Agent or Resident Manager, if any, or a member of the Board, in prominent locations within the Project seventy-two (72) hours prior to the meeting or simultaneously with notice to the Board. Before or at any meeting of the Board, any Director may in writing waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director of such meeting. If all the Directors are present at any meeting of the Board, no notice thereof shall be required, and any business may be transacted at such meeting.

Section 12. **COMPENSATION.** No Director shall receive any compensation from the Association for travel expenses, Directors' fees and *per diem* expenses; provided that, with the approval of the Board, Directors may be reimbursed for actual expenditures incurred on behalf of the Association. The minutes of the meeting shall reflect in detail the items and the amounts of the reimbursements. The Directors may expend Association funds, which shall not be deemed to be compensation to the Directors, to educate and train themselves in subject areas directly related to their duties and responsibilities as Directors; provided that the approved annual operating budget shall include these expenses as separate line items. These expenses include registration fees, books, videos, tapes, other educational materials, and economy travel expenses. Except for travel expenses on the island of Oahu, all

reimbursement for other travel expenses shall be subject to pre-approval by the Board and shall be reflected in the minutes as discussed above.

Section 13. **QUORUM OF BOARD**. At all meetings of the Board, a majority of the total number of Directors established by these Bylaws shall constitute a quorum for the transaction of business, and action by a majority of the Directors present at any meeting at which a quorum is present shall constitute action by the Board; provided that, any action shall be subject to any applicable approval rights of the Commercial Director or Developer. If less than a quorum shall be present at any meeting of the Board, or the Commercial Director is unavailable for a meeting in which a matter involving the Commercial Unit Owners, Commercial Units and/or the Limited Common Elements appurtenant thereto is being discussed, a majority of those Directors present may adjourn the meeting and call an additional meeting at which a majority of the total number of Directors and the Commercial Director can attend.

Section 14. **NO PROXY VOTE; CONFLICT OF INTEREST**. A Director shall not cast any proxy vote at any Board meeting, nor shall a Director vote at any Board meeting on any issue in which the Director has a conflict of interest; provided, however, that nothing herein shall limit the right of the Commercial Director to vote or to exercise any approval rights under the Declaration and these Bylaws. In the event of a conflict of interest, the Director shall disclose the nature of such conflict prior to a vote at the Board meeting, and the minutes of the meeting shall record the fact that a disclosure was made. For the purposes of this Section, "**conflict of interest**" means an issue in which a Director has a direct personal or pecuniary interest not common to other members of the Association. Ownership and use of a Unit by a Director for the purposes permitted by the Declaration and these Bylaws do not, by themselves, create a conflict of interest. If abstentions for such a reason would result in less than a majority being able to vote, the Directors who do not abstain shall appoint one or more persons as temporary Directors to vote on the matter in question. If the Commercial Director has a conflict of interest, the Commercial Director shall appoint another Owner of a Commercial Unit to temporarily act as the Commercial Director.

Section 15. **EMPLOYEES; BACKGROUND CHECK**. The Board and the Managing Agent are empowered to conduct a background check or direct another responsible party to conduct the check of all employees of the Association, as provided in Section 514B-133 of the Act. This information shall be used only for the purpose of conducting the criminal history check authorized by this Section and the Act. The failure of the Association, the Board, and the Managing Agent to conduct or verify a background check shall not give rise to a private cause of action against the Board or the Managing Agent for acts and omissions of the employee or vendor hired.

Section 16. **MINUTES OF BOARD MEETINGS**. The minutes of the meetings of the Board shall: (a) include the recorded vote of each Director on all motions except motions voted on in executive session; (b) be approved no later than the second succeeding regular meeting; and (c) be available within seven (7) calendar days after approval, and unapproved final drafts of the minutes of a meeting shall be available within thirty (30) calendar days after the meeting; provided that the minutes of any executive session may be withheld if their publication would defeat the lawful purpose of the executive session.

Section 17. **ACTION BY DIRECTORS WITHOUT MEETING**. Any action required or permitted to be taken at any meeting of the Board or of a committee of the Board may be taken without a meeting if all of the Directors authorized to vote on such matter or all of the members of the committee, as the case may be, sign a written consent setting forth the action taken or to be taken at any time before or after the intended effective date of such action. Such consent shall be filed with the minutes of the Board meetings or committee meetings as the case may be and shall have the same effect as a unanimous vote.

Section 18. **REMOTE MEETINGS**. Subject to the notice requirements contained in these Bylaws, members of the Board or any committee designated thereby may participate in a meeting of such Board or committee by means of a video or telephone conference service or similar communication equipment through which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting. If permitted by the Board, any Owner may participate in a meeting conducted by a means of communication through which all participants may simultaneously hear each other during the meeting, provided that the Board may require that the Owner pay for the costs associated with the participation.

Section 19. **DUTY OF DIRECTORS.** In the performance of their duties, each Director shall owe the Association a fiduciary duty and exercise the degree of care and loyalty required of a director of a nonprofit corporation organized under Chapter 414D of the Hawaii Revised Statutes, as amended.

Section 20. **COPIES OF DOCUMENTS.** The Association at its expense shall provide all Directors with a current copy of the Declaration, Bylaws, House Rules and, annually, a copy of the Act, with amendments, and the HAR.

ARTICLE IV

OFFICERS

Section 1. **DESIGNATION.** The principal Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, an assistant secretary, and such other Officers as in its judgment may be necessary. All Officers shall be members of the Board. Except as specifically authorized by the Association at an annual or special meeting, no Officer shall receive any compensation from the Association for acting as such, but may be reimbursed for actual expenses incurred in the course of acting as such Officer. An Owner shall not act as both an Officer of the Association and an employee of the Managing Agent.

Section 2. **ELECTION AND TERM.** The Officers of the Association shall be elected annually by the Board at its organizational meeting or any special meeting called for such purpose and shall hold office at the pleasure of the Board.

Section 3. **DUTY OF OFFICERS.** In the performance of their duties, each Officer of the Association shall owe to the Association a fiduciary duty and exercise the degree of care and loyalty required of an officer of a corporation organized under Chapter 414D of the Hawaii Revised Statutes.

Section 4. **REMOVAL.** Any Officer may be removed with or without cause by vote of a majority of the members of the Board, and such Officer's successor shall be elected at any regular meeting of the Board or any special meeting called for such purpose.

Section 5. **PRESIDENT.** The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association. The President shall also have such other powers and duties as may be provided by these Bylaws or assigned to the President from time to time by the Board.

Section 6. **VICE PRESIDENT.** The Vice President shall perform all of the duties and exercise all of the powers and rights of the President provided by these Bylaws or otherwise during the absence or disability of the President, or whenever the office of President is vacant, and shall perform all other duties assigned by the Board.

Section 7. **SECRETARY.** The Secretary shall attend and keep the minutes of all meetings of the Association and of the Board, give all notices thereof as provided by these Bylaws, maintain and keep a continuous and accurate record of ownership of all Units, maintain and keep the minute book wherein resolutions shall be recorded, have charge of such books, documents and records of the Association as the Board may direct, and in general perform all the duties incident to the office of Secretary and all other duties assigned by the Board.

Section 8. **TREASURER.** The Treasurer shall maintain and keep the financial records and books of account of the Association, prepare regular reports thereof and be responsible for the proper deposit and custody in the name of the Association of all its funds and securities. The Treasurer shall, in general, perform all of the duties incident to the office of Treasurer and all other duties assigned by the Board.

Section 9. **EXECUTION OF AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC.** After the first annual meeting of the Association, all agreements, contracts, deeds, leases, checks, and other instruments of the Association, including any amendments to the Declaration or these Bylaws, shall be executed by any two (2) of

the President, Vice President, Secretary or Treasurer, or by such other person or persons (including the Managing Agent) as may be designated in writing by the Board.

Section 10. **LIABILITY AND INDEMNITY OF THE BOARD AND OFFICERS.** The Directors and Officers shall not be liable to the Association for any mistake of judgment or otherwise except for their own individual gross negligence or willful misconduct. The Association shall obtain and maintain at the Association's expense a policy of Directors' and Officers' liability insurance covering the Directors and Officers as provided in **Article V, Section 1.O**.

The Association shall defend and indemnify each Director and Officer against all costs, expenses, and liabilities, including the amount of judgments, amounts paid in compromise settlements, and amounts paid for reasonable attorneys' fees, and other related expenses which may be incurred by or imposed on the Directors and Officers in connection with any claim, action, suit, proceeding, investigation, or inquiry hereafter made, instituted, or threatened in which he or she may be involved as a party or otherwise by reason of his or her being or having been a Director or Officer, or by reason of any past or future action taken or authorized or approved by him or her, or any omission to act as a Director or Officer, whether or not he or she continues to be a Director or Officer at the time of the incurring or imposition of such costs, expenses, or liabilities. The Association shall not defend and indemnify the Directors or Officers for such costs, expenses, or liabilities as shall relate to matters as to which he or she is liable by reason of his or her gross negligence or willful misconduct toward the Association in the performance of his or her duties as a Director or Officer. As to whether or not a Director or Officer was liable by reason of gross negligence or willful misconduct toward the Association in the performance of his or her duties as a Director or Officer, in the absence of final adjudication of the existence of such liability, each Director and Officer may conclusively rely upon an opinion obtained by the Association's attorney. The foregoing right of indemnification shall not be exclusive of other rights to which a Director or Officer may be entitled as a matter of law or otherwise, and shall inure to the benefit of the heirs, executors, administrators, and assigns of each Director or Officer.

ARTICLE V

MANAGEMENT

Section 1. **MANAGEMENT AND OPERATION OF THE PROJECT.** Subject to the limits described in **Article III, Section 2** the Board shall manage and operate the Project, and shall be delegated to it by the Association the powers and duties to do so, which include, but are limited to, the following:

A. **OPERATION AND MAINTENANCE OF THE COMMON ELEMENTS.** Subject to limitations in the Declaration and these Bylaws, the Board will operate, maintain, repair, replace, and make Improvements to the Common Elements.

B. **MAINTENANCE AND REPAIR OF UNITS.** The Board may perform maintenance and repairs on any Unit or Limited Common Element in the Project if;

(1) It is necessary to protect the Common Elements or any other Unit, and

(2) The Owner of the Unit fails or refuses to perform the maintenance or repair within a reasonable time after the Board delivers written notice to such Owner describing the maintenance and repairs needed.

The Board will charge a special assessment to that Unit for the cost of the maintenance or repair and any attorneys' fees and other expenses incurred in charging and collecting the special assessment. Notwithstanding the foregoing, any such maintenance and repairs to be performed upon any Commercial Unit, Commercial Limited Common Element, or Commercial Unit Limited Common Element solely appurtenant to one (1) Commercial Unit shall be subject to the approval of the Commercial Director, which consent shall not be unreasonably withheld or delayed.

C. **RESTORATION OF PROJECT.** The Board will rebuild, repair, and restore the Project in accordance with the provisions of the Declaration and these Bylaws after it is damaged or destroyed by a fire or other casualty or as a result of a condemnation.

D. **EMPLOYMENT OF PERSONNEL**. The Board may hire employees, including a Resident Manager and operational and maintenance staff, and may designate, employ, train, supervise, and dismiss any personnel necessary or useful to maintain, repair, replace, rebuild, or restore the Common Elements or to operate the Project.

E. **DELEGATION OF POWERS**. The Board may delegate its powers to committees, agents, Officers, representatives, and employees at the Board's discretion.

F. **ENFORCEMENT OF CONDOMINIUM DOCUMENTS; LAW**. The Board will enforce the Condominium Documents, the Act, the HAR, and any other laws applicable to the operation of the Project.

G. **ANTI-HARASSMENT POLICY**. Owners shall not engage in any abusive or harassing behavior, either verbal or physical, or form of intimidation or aggression directed at the Board, Association members, residents, guests, Occupants, invitees, or management, including its agents, employees, and vendors. The Board shall adopt a policy promoting an anti-harassment environment at the Project, which shall, at a minimum, include the penalties and fines set forth in **Article V, Section 1.H** below.

H. **PENALTIES AND FINES**. The Board may set penalties and fines, and charge interest on them if they are not paid, as it deems appropriate to enforce the Condominium Documents, the Act, the HAR, and any other laws applicable to the operation of the Project. This includes, for example, penalties and fines, and any interest on them, for failure or refusal to pay to the Association on demand all costs, expenses, Common Expenses and Assessments (special or otherwise) required to be paid by law or under the Condominium Documents. Any penalties and fines must not be inconsistent with the law or the Condominium Documents. The Board may, to the extent permitted by **Article VI, Section 8.B.(5)** and applicable law, also terminate an Owner's access to the Common Elements and stop supplying such Unit with any and all services normally supplied or paid for by the Association.

(1) **MONETARY FINE OR OTHER PENALTY**. A monetary fine or other penalty may be charged for any violation of the Condominium Documents, the Act, the HAR, and any other laws applicable to the operation of the Project. Notice of the fine or penalty shall be given in writing by the Board and be delivered to the Owner at the Owner's address of record. Any fine will be deducted from the Owner's Assessment in accordance with the priority of payment set forth in **Article VI, Section 7.C** herein.

The notice of the fine or penalty shall state the basis of the fine or penalty and allow an Owner to appeal such fine or penalty to the Board pursuant to the procedures set forth below. The appeal shall provide the Owner with an opportunity to be heard before the Board; provided, however, that the Owner must pay any fine, and any appeal take by the Owner will not serve to stay payment of such fine. This provision, with respect to an appeal, does not apply when an Owner is fined or penalized for failing to timely pay an Assessment.

An Owner must submit an appeal to the Board within twenty (20) business days after the date of delivery or mailing to the Owner of the written notice. The delivery of notice to appeal shall not stop the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. The Board may waive or rescind all or any part of such fine for good cause at any time after the hearing.

All appeals shall be reviewed by the Board either by electronic mail, video or telephone conference service, or at a physical meeting of the Board within ninety (90) calendar days after the notice of appeal has been delivered to the Board. A statement of facts upon which the fine and/or penalty was based should be delivered or mailed to the Owner at least ten (10) business days before the meeting. The Owner has the right to appear and to explain why the fine or penalty should not be imposed or why access and services should not be terminated. The Board and Owner may ask other persons to attend and present testimony at the hearing. A majority of the Directors present will decide whether to sustain the imposition of the fine or penalty or to terminate access and services, if permitted pursuant to **Article V, Section 1.H** above. The Directors, however, cannot act unless a quorum is present and the meeting is held as provided in these Bylaws. Any such action taken against a Commercial Unit Owner shall be subject to the approval of the Commercial Director.

In the event an Owner prevails on appeal, the Board shall promptly reimburse the Owner for any fines or penalties imposed in said Owner that were previously paid.

(2) **WHEN THE FINE OR SUSPENSION TAKES EFFECT**. The Board must give the Owner written notice of any disciplinary action taken and the reasons for such action. Any disciplinary action will take effect within twenty (20) business days of the date that the notice is delivered to the Owner.

(3) **WHEN SERVICES WILL BE RESTORED**. The Board will restore an Owner's access and services when the Owner pays all amounts due.

(4) **THE MANAGING AGENT'S ROLE**. The Board may delegate to the Managing Agent the power to carry out any disciplinary actions imposed by the Board.

I. **BUDGET**. Each year, the Board must prepare and adopt a budget of Common Expenses of the Association and determine the amounts of Assessments.

J. **ASSESSMENTS**. The Board must charge and collect Assessments of the Common Expenses and other charges payable by the Owners.

K. **BANK ACCOUNTS**. The Board must open bank accounts on behalf of the Association; it must also designate who must sign checks and other documents relating to the accounts.

L. **ASSOCIATION FUNDS**. The Board has custody and control of all funds of the Association. It must keep full and accurate books of account and records of the Association's funds. It must also prepare regular financial reports.

M. **BORROWING MONEY**. Subject to the notice and Owner approval requirements of Section 514B-105 of the Act and any approval requirements and spending limitations contained in these Bylaws or in the Declaration, the Association may authorize the Board to borrow money to be used for the repair, replacement, maintenance, operation, or administration of the Common Elements, Commercial Limited Common Elements, or Residential Limited Common Elements, or to make any additions, alterations, and Improvements to any of them. The cost of borrowing including, without limitation, all principal, interest, commitment fees, and other expenses payable with respect to this borrowing, with respect to the Common Elements will be a Common Expense, with respect to the Commercial Limited Common Elements will be a Commercial Unit Class Expense, subject to the approval of the Commercial Director, and with respect to the Residential Limited Common Elements shall be a Residential Unit Class Expense. The Association may also borrow money for the purchase of the Resident Manager Unit or other Unit; provided that any loan for such purchase is approved by a Majority of the Residential Unit Class. To the extent permitted by law, such loan payment shall be the responsibility of the Residential Unit Owners and a Residential Unit Class Expense. The Commercial Unit Owners shall not be responsible for the payment of any such loan for the acquisition of the Resident Manager Unit, or any other Residential Unit in the Project.

N. **PAYMENT OF COMMON EXPENSES**. As agent of the Owners, the Board shall be responsible for collecting maintenance fees and paying the Common Expenses authorized by the Board.

O. **INSURANCE AND BONDS**. The Board will buy and keep in effect any insurance and bonds required or permitted by the Declaration or these Bylaws.

P. **SERVICES**. The Board will obtain any legal, accounting, and consulting services necessary or proper for the administration and operation of the Project or to interpret, enforce, or implement the Act, the HAR, the Condominium Documents, and any other material documents or decisions affecting the Project.

Q. **PURCHASE OF GOODS**. Subject to any limitations contained within the Condominium Documents or by law, and if required by the Condominium Documents or by law, or if it is necessary or proper, in the Board's opinion, to operate the Project or to enforce the Condominium Documents, the Board may:

(1) Buy, lease, or otherwise procure any other materials, equipment, supplies, furniture, labor and services,

(2) Make repairs and structural alterations, and

(3) Pay taxes and assessments and other Common Expenses.

If any materials, equipment, supplies, furniture, labor, services, repairs, structural alterations, insurance, taxes, or assessments are required because of the acts, misuse, or negligence of an Owner or Occupant of a particular Unit, the Board will charge the costs of it as a special assessment to that Unit to the extent permitted by **Article VI, Section 3.B**.

R. **DISCHARGE OF LIENS**. The Board may pay any amount necessary to discharge, directly or by bond, any item or encumbrance levied against the entire Project or any part of it that may, in the Board's opinion, constitute a lien against the Project or against the Common Elements rather than merely against the interest of particular Owners. If one (1) or more Owners is/are responsible for the existence of any such lien, they will be jointly and severally liable for the cost of discharging it or bonding against it, and the costs incurred by the Board by reason of such lien.

S. **PURCHASING UNITS**. Except as otherwise caused by the exercise of a Developer's reserved right to transfer Units to the Association, with the affirmative vote of sixty seven percent (67%) of the Association, the Board may buy, lease, or otherwise acquire any Unit on behalf of the Association, the cost of which shall be a Residential Unit Class Expense; provided that the purchase of a Unit for the Resident Manager may be done by the Board without the vote of the Association pursuant to the Act. It may take title in the name of the Association or the Board may have someone else, such as a trustee, hold title.

T. **LEGAL PROCEEDINGS**. The Board may bring claims, advocate, defend, settle, or intervene on behalf of the Association in litigation, arbitration, mediation, or administrative proceedings in matters relating to (i) enforcement of the Condominium Documents; (ii) damage to the Common Elements to the extent that the Association is obligated to maintain and repair them; (iii) damage to any part of any Unit to the extent that the Association is obligated to maintain and repair it; or (iv) damage to the Units which arises out of, or is integrally related to, damage to any of the Common Elements or to any part of any Unit to the extent that the Association is obligated to maintain and repair them (collectively, "**Association Claims**"). Association Claims shall not include: (a) claims for construction defects governed by the Contractor Repair Act, Chapter 672E of the Hawaii Revised Statutes; (b) incidents of threatened property damage or the health or safety of Owners or any other Person; (c) Assessments; (d) personal injury claims; or (e) matters that would affect the availability of any coverage pursuant to an insurance policy obtained by or on behalf of the Association. Except as otherwise provided in Section 514B-161(b) of the Act, if the Board or an Owner requests mediation of a dispute, the other party in the dispute shall be required to participate in mediation. Each party shall be wholly responsible for its own costs of participating in mediation, unless at the end of the mediation process, both parties agree that one (1) party shall pay all or a specified portion of the mediation costs. If the Board or an Owner refuses to participate in the mediation of a particular dispute, a court may take this refusal into consideration when awarding costs and attorneys' fees. Notwithstanding the foregoing, all claims regarding the design or construction of any part of the Project shall be resolved pursuant to Article XLII of the Declaration, and in no event may the Association begin, defend, settle, or intervene on behalf of any one (1) or more Owners in litigation, arbitration, mediation, or administrative proceedings in matters for which only the Owner(s) has (have) standing to assert.

Section 2. **MANAGING AGENT.**

A. **MANAGING AGENT**. Prior to the first meeting of the Association, the Association shall hire and at all times have a Managing Agent to perform the fiscal and administrative management of the Project and physical management of the Common Elements and Limited Common Elements appurtenant to more than one (1) Unit, the cost of which shall be a Common Expense.

B. **QUALIFICATIONS**. The Managing Agent must be properly registered with the Real Estate Commission of the State of Hawaii and meet all of the requirements specified in Section 514B-132 of the Act.

C. **SELECTION**. Developer shall have the right to choose and employ the first Managing Agent. Upon the expiration of the Developer Control Period, the Board may retain the Managing Agent or

choose a replacement Managing Agent. The Board must use its best efforts to hire and keep a reputable, qualified, corporate company as the Managing Agent.

D. **MANAGEMENT AGREEMENTS**. The Managing Agent must enter into a Condominium Management Agreement with the Association. Subject to the requirements of the Act:

(1) **POWERS AND DUTIES**. The Condominium Management Agreement may delegate to the Managing Agent any of the Board's powers and/or Officers' duties, except those that, by law or under the Condominium Documents, cannot be delegated. In all cases, the Managing Agent will be subject to the direction of the Board.

(2) **TERM**. The Condominium Management Agreement:

(a) Shall provide for an initial term of not more than one (1) year from the date on which the Managing Agent must begin its performance.

(b) Shall provide that the contract will be renewed automatically unless a written notice canceling the Condominium Management Agreement is sent by either party to the contract at least sixty (60) calendar days before its expiration.

E. **CANCELLATION OF THE CONDOMINIUM MANAGEMENT AGREEMENT BY THE ASSOCIATION**. If applicable, the Condominium Management Agreement must give the Association the right to cancel in each of the following situations:

(1) **FOR CAUSE**. The Association must have the right to cancel the Condominium Management Agreement whenever the Managing Agent breaches or fails to observe or perform a material part of the Condominium Management Agreement and fails to cure its breach or default within the time permitted by the Condominium Management Agreement;

(2) **WITHOUT CAUSE**. The Association must have the right to cancel the Condominium Management Agreement without cause on not more than sixty (60) calendar days' written notice; and

(3) **STATUTORY RIGHT**. The Association must have the right to cancel as provided in Section 514B-135(a) of the Act.

F. **CANCELLATION BY THE MANAGING AGENT**. The Condominium Management Agreement must provide that the Managing Agent has the right to cancel the Condominium Management Agreement on not more than sixty (60) calendar days' written notice.

G. **BOND**. From time to time, the Managing Agent must provide evidence satisfactory to the Board that it is bonded under a fidelity bond in the minimum amount required by the Act or any higher amount as the Board may reasonably require.

H. **PROJECT QUALITY STANDARD**. The Condominium Management Agreement shall contain a requirement that the Managing Agent operate the Project at a Project Quality Standard and further provide for the right of the Board to terminate the Condominium Management Agreement if the Project is not operated or maintained at such standard by the Managing Agent.

Section 3. **EMPLOYMENT OF RESIDENT MANAGER**. The Board may also contract with or employ a Resident Manager who may or may not be the Managing Agent. The Board will set the compensation of any Resident Manager. The Board may delegate to the Resident Manager any of its powers and duties except those that, by law or under the Condominium Documents, it cannot delegate. The Resident Manager shall be held to the same standard as the Managing Agent and shall operate the Project at the Project Quality Standard and further provide for the right of the Board to terminate any agreement with the Resident Manager if the Project is not operated or maintained at such standard by the Resident Manager.

Section 4. **LIMITATIONS ON AUTHORITY TO ENTER INTO CONTRACTS**. Neither the Association nor the Managing Agent may enter into a contract to furnish goods or services for the Common Elements

or to the Association for a period longer than one (1) year unless authorized by the vote or written consent of a Majority of the Owners voting, subject to any applicable consent rights of the Commercial Director. This rule does not apply, however, to:

A. The Condominium Management Agreement.

B. A contract with a public utility company if the rates charged by it are regulated by the Public Utilities Commission. The term of the contract, however, must be the shortest term the supplier will accept at the regulated rate.

C. Prepaid casualty and/or liability insurance policies not lasting more than three (3) years, provided that the policy permits "short-rate cancellation" by the insured.

D. Agreements for cable or satellite television, internet, elevator and refuse services and equipment for ten (10) years or less provided that neither Developer nor Managing Agent owns, directly or indirectly, ten percent (10%) or more of the provider or supplier.

E. Agreements for sale or lease of burglar alarm and fire alarm equipment, installation, and services for ten (10) years or less provided that neither Developer nor Managing Agent owns, directly or indirectly, ten percent (10%) or more of the supplier.

F. Any other contract for three (3) years or less so long as the Association can cancel it after no more than one (1) year without cause, penalty or other obligation upon not more than ninety (90) calendar days written notice of termination to the other party.

Section 5. **LIMITS ON ASSOCIATION AUTHORITY**. The Association shall not:

A. Incur expenditures for Capital Upgrades (discussed in Article VII of the Declaration) without following the requirements set forth in Section VII.C and VII.D of the Declaration;

B. Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;

C. Take any action which is inconsistent with any and all limitations imposed upon the Association by the Condominium Documents; or

D. Exercise its authority herein without the approval of the Commercial Director and/or Developer, as applicable, if any of the associated actions impact the Commercial Units, Commercial Unit Owners, and/or the Commercial Limited Common Elements.

Section 6. **RESTRICTIONS ON RENTING OR SELLING UNITS BY ASSOCIATION EMPLOYEES**. An employee of the Association may not engage in renting or selling Units in the Project except for Units owned by the Association, unless such activity is approved by vote of the Owners as required by the Act.

Section 7. **HOUSE RULES**. The Board may adopt, publish, and enforce fair and reasonable House Rules governing the operation and use of the Common Elements, Limited Common Elements, and Units to the extent permitted by Section 514B-105 of the Act. Developer may adopt the initial House Rules. The Board may revise the House Rules from time to time; provided that any revision impacting the Common Elements, Commercial Units, Commercial Limited Common Elements, or Commercial Unit Limited Common Elements may only be adopted with the approval of the Commercial Director. The House Rules must be consistent with the Declaration, these Bylaws, the Act, and the HAR. The Board shall enforce the House Rules in accordance with the Declaration and these Bylaws.

Section 8. **STOPPING VIOLATIONS BY OWNERS**.

A. **THE BOARD MAY STOP CERTAIN ACTIVITIES**. In addition to any other rights they may have, the Board and the Managing Agent may take action to stop any activity or condition that violates the law or the Condominium Documents or which poses an "emergency," as defined in Section IV.E of the Declaration.

B. **THE BOARD MAY ENTER A UNIT.** The rights of the Board and the Managing Agent under **Article V, Section 8.A** include the right and power, with reasonable notice, to enter any Unit at any time and to use any reasonable means under the circumstances in an emergency, as defined in Section IV.E of the Declaration, and neither the Board nor the Managing Agent will be liable to the Owner of such Unit for trespass for such entry.

C. **THE BOARD MAY FILE A LAWSUIT.** The rights of the Board and the Managing Agent under **Article V, Section 8.A** also include the right and power to file a lawsuit or other legal proceedings. For example, the Board may obtain a court order ordering the Owner to stop its activity or to abate any unsafe condition. The Owner must pay to the Association on demand all costs of any such lawsuit or other legal proceedings, including attorneys' fees.

D. **ABANDONED PROPERTY.** If anyone abandons any personal property in or on the Common Elements or Limited Common Elements appurtenant to more than one (1) Unit of the Project, the Board may sell it in a commercially reasonable manner, store it at the expense of its owner, donate it to a charitable organization, or otherwise dispose of it as the Board chooses. However, the Board must do so in keeping with any legal requirements in the Act. The Association may keep any money from the sale of the personal property except as otherwise provided by law.

ARTICLE VI

COMMON EXPENSES

Section 1. **DESIGNATION OF COMMON EXPENSES.** "**Common Expenses**" means all charges, costs and expenses as described in Section XI.A of the Declaration.

Section 2. **BUDGET AND RESERVES.** The Board must prepare and adopt an annual operating budget and provide copies of such budget to the Owners. The budget must contain any information required by the Act and the HAR. The Commercial Director must submit the proposed budget for the Commercial Units and their Limited Common Elements, including replacement reserves, at least thirty (30) calendar days prior to the date the Association shall present the budget to the Owners as required by the Act.

A. **BUDGET.** The annual operating budget shall be prepared in accordance with the requirements set forth in Section 514B-148 of the Act and the HAR.

B. **RESERVE FUNDS.**

(1) **REPLACEMENT RESERVES.** The Association must establish replacement reserve funds for Capital Upgrades, as required by law. The Association may set up any additional replacement reserve funds that the Board determines to be necessary or prudent. As required by the Act and the HAR, the Board shall calculate the Association's estimated replacement reserves based on a reserve study developed in compliance with the Act. The term, "**Association Property**" as used in the HAR governing the reserve study shall refer to all Common Elements with the responsibility for the Common Elements divided according to whether the Common Element is a Common Element, a Residential Limited Common Element, a Commercial Limited Common Element, or a Unit Limited Common Element solely appurtenant to one (1) Unit. The Association must compute the estimated replacement reserves in the manner required by the Act and the HAR and shall set up separate replacement reserves. The annual operating budget must include all sums required to fund the replacement reserves funds in accordance with the Declaration, the Act, and the HAR. It may also include any greater amounts that the Board chooses in the exercise of its reasonable business judgment. Reserves may be used for those purposes required by the Act and the HAR. Neither the Association, nor any Owner, Director, Officer, Managing Agent, or employee of the Association who makes a good faith effort to calculate the estimated replacement reserves for the Association will be liable if that estimate later proves incorrect. The Residential Directors shall assume the responsibility to establish replacement reserves for Residential Limited Common Elements as a Residential Unit Class Expense, and the Commercial Director, shall assume the responsibility to establish replacement reserves for Commercial Limited Common Elements as a Commercial Unit Class Expense; provided that any replacement reserves budget for any shared areas that serve the entire Project, if any, shall be coordinated by the Board to ensure consistency and efficient use of Association funds. Replacement reserves for the Common Elements shall be assessed as a Common Expense.

As permitted by Section 514B-148 of the Act, the requirements of Section 514B-148 of the Act shall override any requirements in the Declaration or these Bylaws with the exception of: (a) any provision in the Declaration, these Bylaws, or any other Condominium Documents that require the Association to collect more reserves than are required under Section 514B-148 of the Act; or (b) any provisions in the Declaration, these Bylaws, or any other Condominium Documents that relate to upgrading the Common Elements, such as additions, Improvements, and alterations to the Common Elements.

(2) **BUDGET LIMITATION**. The Board may not exceed its total adopted annual operating budget by more than twenty percent (20%) during the fiscal year to which the budget relates, except in emergency situations, as set forth in Section 514B-148(e) of the Act or with the approval of a Majority of the Unit Class affected. Prior to the imposition or collection of an Assessment under this Section that has not been approved by a Majority of the affected Unit Class, the Board shall adopt a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process, and the resolution shall be distributed to the Owners with the notice of Assessment.

(3) **OPERATING OR MAINTENANCE RESERVES**. Subject to **Article VI, Section 4.B.(4)** of these Bylaws, the Board may establish and maintain an operating reserve, including reserves for maintenance, by monthly assessment against (and payment by) all Owners for operating and/or maintenance expenses in proportion to their respective Common Interests, Class Common Interests, Alternative Allocation, or as may be required by sub-metering pursuant to Section XI.D of the Declaration; provided that, the Residential Directors shall assume the responsibility to establish operating reserves for Residential Limited Common Elements as a Residential Unit Class Expense, and the Commercial Director, shall assume the responsibility to establish operating reserves for Commercial Limited Common Elements as a Commercial Unit Class Expense. Neither the Association, nor any Owner, Director, Officer, Managing Agent, or employee of the Association who makes a good faith effort to calculate the estimated operating reserves for the Association will be liable if that estimate later proves incorrect. The reserves shall be set forth in the Association budget.

(4) **OTHER RESERVES**. The Association may establish working capital reserve Improvement funds and other reserve funds that the Board deems necessary; provided that, any funds established that impact the Commercial Unit Class shall be subject to the approval of the Commercial Director, or after the expiration of the Commercial Director Consent Rights, the consent of a Majority of the Commercial Unit Class.

(5) **LIMITATION**. Operating reserves collected for Commercial Unit Class Expenses may not be expended for any other purpose and are subject to the approval of the Commercial Director, or after the expiration of the Commercial Director Consent Rights, the consent of a Majority of the Commercial Unit Class.

(6) **OWNERS' INTEREST IN RESERVES**. Except upon termination of the condominium property regime created by the Declaration, the interest of any Owner in the reserves of the Association:

(a) Cannot be withdrawn or assigned separately, and

(b) Will be transferred automatically with each transfer of the Unit, whether or not the deed or other transfer document expressly says so.

Section 3. **ALLOCATION OF COMMON EXPENSES**.

A. **COMMON EXPENSES**. All Common Expenses shall be set forth in the Association budget in accordance with the Declaration and shall include the following:

(1) **UNIT AND LIMITED COMMON ELEMENT EXPENSES**. All charges, costs, and expenses incurred by the Association directly attributable to one (1) or more designated Units or any Unit Limited Common Elements appurtenant thereto, including but not limited to, utility costs, all costs of maintenance, repair, replacement, additions, and Improvements to the Unit(s) or said Unit Limited Common Elements and reserves therefor, (other than Commercial Unit Class Expenses and Residential Unit Class Expenses), shall

constitute Limited Common Element Expenses of the Project for which only the Owners of the designated Unit or Units shall be liable. The share of Limited Common Element Expenses attributable to each designated Unit will be in proportion to each Unit's relative Common Interest set forth in the Declaration.

(2) **COMMERCIAL UNIT CLASS EXPENSES**. All charges, costs, and expenses incurred by the Association directly attributable to the Commercial Limited Common Elements, including but not limited to, utility costs, all costs of maintenance, repair, replacement, additions, and Improvements thereto and reserves therefor, as well as any other items designated as Commercial Unit Class Expenses by the Declaration or these Bylaws shall constitute Commercial Unit Class Expenses of the Project for which only the Commercial Unit Class shall be liable, unless otherwise designated as a Special Cost and an Alternative Allocation under the Declaration. The share of Commercial Unit Class Expenses attributable to each Commercial Unit will be equal to the Commercial Unit Class Common Interest of that Unit.

(3) **RESIDENTIAL UNIT CLASS EXPENSES**. All charges, costs, and expenses incurred by the Association directly attributable to the Residential Limited Common Elements, including but not limited to, utility costs, all costs of maintenance, repair, replacement, additions, and Improvements thereto and reserves therefor, as well as any other items designated as Residential Unit Class Expenses by the Declaration or these Bylaws shall constitute Residential Unit Class Expenses of the Project for which only the Residential Unit Class shall be liable, unless otherwise designated as a Special Cost and an Alternative Allocation under the Declaration. The share of Residential Unit Class Expenses attributable to each Residential Unit will be equal to the Residential Unit Class Common Interest of that Unit.

(4) **COMMON EXPENSES; SPECIAL COSTS AND ALTERNATIVE ALLOCATIONS**. Certain Common Expenses are designated as Special Costs to be shared according to an Alternative Allocation. The Special Costs identified in the Declaration shall not be allocated by Common Interest, unless specified, but shall be allocated between the Commercial Unit Class and the Residential Unit Class as set forth in the Declaration. Such Alternative Allocation is a fair and equitable apportionment of Special Costs pursuant to the provisions of Section 514B-41 of the Act. Special Costs allocated pursuant to an Alternative Allocation in turn, shall be shared among the Residential Unit Class subject to such Special Cost as a Residential Unit Class Expense as set forth in **Article VI, Section 3.A.(3)** above and shared among the Commercial Unit Class subject to such Special Cost as a Commercial Unit Class Expense as set forth in **Article VI, Section 3.A.(2)** above. There may be certain Commercial Unit Class Expenses that may be passed on to the Residential Unit Class and certain Residential Unit Class Expenses that may be passed on to the Commercial Unit Class based on sharing the use of certain areas. These will also be Special Costs allocated as Alternative Allocations as set forth in the Declaration.

B. **SPECIAL ASSESSMENTS AGAINST OWNERS AT FAULT**. The Association will charge a special assessment to a Unit to pay for all charges, costs, and expenses incurred by the Association due to the negligence, misuse, or neglect of the Owner or such Owner's tenants, guests, invitees, or licensees. The Association will not charge a special assessment if the cost and expense is reimbursed or paid by insurance proceeds but may charge as a special assessment the deductible amount, subject to the notice and hearing requirements of Section 514B-143 of the Act. Any special assessment charged under this Section will be secured by the lien of the Association described in **Article VI, Section 8.A**. Special assessments may be included in Common Expenses if the special assessment is for the purchase or lease of any Unit by the Association, as permitted under the Act or these Bylaws.

Section 4. **ASSESSMENTS.**

A. **WHEN ASSESSMENTS BEGIN**. Assessments for Common Expenses shall be made based on a budget initially prepared by Developer and adopted by the Board during the Developer Control Period. The budget shall be distributed or made available to each Owner at least annually by the Board. Each Owner, including Developer, shall become obligated for the payment of the share of Common Expenses allocated to the Owner's Unit from and after a specified date to be set forth in a written notice from Developer as permitted by Section 514B-41(b) of the Act. Developer shall mail the written notice to the Owners, the Association, and the Managing Agent at least thirty (30) calendar days before the specified date. Prior to the specified date, Developer shall assume all of the actual expenses of the Project pursuant to the provisions of Section 514B-41(b) of the Act and state in Developer's public report for the Project that the Owners shall not be obligated for the payment of the Common Expenses assessable against the Units until such time as Developer sends the Owners written notice, that after a

specified date, the Owners shall be obligated to pay for the portion of the Common Expenses allocated to their respective Units. After the specified date, Assessments will be payable in advance in monthly installments on the first day of each month, or at any other time that the Board chooses.

B. **AMOUNT OF ASSESSMENTS.**

(1) **REGULAR ASSESSMENT.** Each year the Board will set the amount of the **"Regular Assessments"** based on the Common Expenses for each Unit based on the budget and the requirements of the Condominium Documents. The Board may increase the amount of the Regular Assessments during the year.

(2) **SPECIAL ASSESSMENTS.** If for any reason the Regular Assessments are or will be inadequate to pay the expenses for which such Regular Assessment is designated, the Board must estimate the shortfall. The Board must then (i) increase the next year's budget, or (ii) charge a **"special assessment."** The Board may also charge a special assessment in any other circumstances permitted by law or by these Bylaws or the Declaration.

(3) **NOTICE OF ASSESSMENTS.** Any time that the Board increases the Regular Assessment or charges a special assessment, it must give written notice of the increase or special assessment to each Owner. The notice must state the amount of the increase or of the special assessment for the Owner or the Owner's Unit. The Board must send the notice at least thirty (30) calendar days before the increase or special assessment takes effect.

(4) **LIMITS ON ASSESSMENTS.**

(a) Assessments are limited by the budget limitation set forth in **Article VI, Section 2.B.(2)** herein.

(b) Assessments related to Capital Upgrades are governed by Section VII.C and VII.D of the Declaration and Assessments related to Extraordinary Actions are governed by Section VII.E of the Declaration.

(c) Any Assessments for Special Costs and any Alternative Allocations shall be allocated equitably and fairly based on use between the Commercial Units and Residential Units, and change in such Special Cost and Alternative Allocation is subject to the approval of the Commercial Director.

C. **TREATMENT OF ASSESSMENTS.** Any part of Assessments used or to be used by the Association for any capital expense or major repairs or remodeling, including, but not limited to replacement of the roof, exterior painting of the building, and resurfacing of parking areas, will be treated as a capital contribution by the Owner that was assessed and paid for such items. It will be credited by the Association on its books as paid in surplus. It will not be treated as income to the Association or to the Owners.

Section 5. **HANDLING AND PAYMENT OF ASSOCIATION FUNDS.**

A. The funds in the general operating account of the Association must not be commingled with funds of other activities such as lease rent collections and rental operations (except to the extent permitted by Section 514B-149 of the Act). The Managing Agent must not commingle any Association funds with the Managing Agent's own funds.

B. All funds collected by the Association or by the Managing Agent, must be deposited, held, transferred, invested, and paid out in accordance with the requirements of the Act.

Section 6. **PAYMENT AS AGENT.** Each Owner, as principal, is liable for and must pay such Owner's share of the Common Expenses. The amount an Owner must pay will be set in accordance with the Declaration and these Bylaws. Except as otherwise provided in these Bylaws or in the Declaration, on behalf of the Owners the Board may pay all Common Expenses or cause them to be paid. The Board may require the Managing Agent to assist in these duties. The Board and the Managing Agent will transmit the payments made by the Owners

to third persons to whom the payments must be made by the Owner. Neither the Board nor the Managing Agent, however, is liable for payment of the Common Expenses of any Owner.

Section 7. **DUTY TO PAY; INTEREST AND LATE CHARGES.**

A. **PERSONAL OBLIGATION TO PAY.** Each Owner is personally obligated to pay, on time, all applicable Assessments charged to the Owner or the Owner's Unit. If a Unit is owned by more than one Person, each of them will be jointly and severally liable for the Assessments. The amount of an Assessment will become the personal debt of the Owner as of the date when it is assessed. By acquiring a Unit, an Owner promises to pay all applicable Assessments charged to such Owner, or to such Owner's Unit.

B. **INTEREST AND LATE CHARGES.** All sums not paid within thirty (30) calendar days after the due date may be subject to (i) interest at a rate set by the Board or, if no rate is set, then at one percent (1%) per month from the due date until paid; and (ii) a late charge equal to the greater of Fifty Dollars ($50.00) or ten percent (10%) of the amount due. An Owner must also pay all costs of collection, including reasonable attorneys' fees.

C. **HOW PAYMENTS WILL BE APPLIED.** Payments will be applied first to legal fees, costs and expenses, then to late charges, then to interest, then to the principal amount of the Assessment.

Section 8. **ENFORCEMENT.**

A. **ASSOCIATION LIEN.** The Association has a lien on each Unit for all Assessments charged to that Unit or to its Owner, including late charges, interest, costs of collection and reasonable attorneys' fees. If the Owner fails to pay these amounts, the Association may foreclose its lien in accordance with applicable law and the Condominium Documents. The Association's lien is prior to all other liens, except only:

(1) Liens for taxes and assessments lawfully imposed by governmental authorities against the Unit and which, by law, have priority over the Association's lien, and

(2) The lien for sums unpaid (plus costs and expenses including attorneys' fees provided in the Mortgage) on any Mortgage that is recorded before the Association records a Notice of Lien.

B. **ASSOCIATION REMEDIES.** If an Owner fails to pay any amount assessed to the Owner, or to the Owner's Unit, then in addition to any other remedies the Board may have, the Board may enforce the obligation to pay those amounts as follows:

(1) **NOTICE OF LIEN.** At any time after an Owner defaults, the Board or the Managing Agent may give a notice to the defaulting Owner. The notice must state the amount owed and the date when it became due. If this amount is not paid within ten (10) business days after the notice is delivered, the Board or the Managing Agent may record a "Notice of Lien" against the Owner's Unit. The Notice of Lien must be signed and acknowledged by any two (2) or more Directors or Officers of the Association, the attorney for the Association, or the Managing Agent. Whether or not a Notice of Lien is recorded, the Board will have all remedies provided in these Bylaws, the Declaration, and the Act on account of the default. Each default will be a separate basis for a Notice of Lien. But a single Notice of Lien may cover more than one default and may include defaults between the date of the Notice of Lien and the date of the sale.

(2) **FORECLOSURE OF LIEN.** The Board or the Managing Agent, acting on behalf of the Association, may foreclose the Association's lien by action or nonjudicial power of sale foreclosure by the Managing Agent or Board, acting on behalf of the Association, in accordance with the Act and Chapter 667 of the Hawaii Revised Statutes. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the Unit, and the plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect the same. The Managing Agent or Board, acting on behalf of the Association and in the name of the Association, may, unless otherwise prohibited in these Bylaws, bid on the Unit at the foreclosure sale, and acquire, hold, lease, Mortgage, and convey the same. Action to recover a monetary judgment for unpaid Common Expenses or other Assessments shall be maintainable without foreclosing or waiving the lien securing the same.

(3) **LAWSUIT**. The Association may file one or more lawsuits to enforce an Owner's obligation to pay Assessments. The Association may file a lawsuit to recover a monetary judgment for the unpaid Common Expenses without foreclosing or waiving its lien for those expenses. The Association may not file a lawsuit unless a majority of the Board authorizes it at a regular or special Board meeting. The Board may file the suit on behalf of the Association. The Managing Agent may file the suit on behalf of the Association if the Board authorizes it to do so in writing.

(4) **CANCELLATION OF NOTICE OF LIEN**. On behalf of the Board, any two (2) Directors or Officers of the Association or the Managing Agent, will sign, acknowledge, and deliver to the Owner a document canceling a Notice of Lien if the Board receives payment in full of the amount claimed to be due and owing (including interest, late fees, and any costs of enforcement and attorneys' fees) and the Owner asks for the cancellation document and pays a reasonable fee for such document.

(5) **TERMINATION OF RIGHT TO USE COMMON ELEMENTS**. Pursuant to the procedures, requirements, and rights specified in Section 514B-146(e) and (f) of the Act, the Association may terminate a defaulting Owner's right of access to and use of the Common Elements other than as may be strictly required for access to the Unit and may also stop supplying any defaulting Owner with any and all services normally supplied or paid for by the Association.

Section 9. **WAIVER**. In one or more cases, the Board may not insist on strict performance of or compliance with the covenants of an Owner under the Condominium Documents, or may not use some or all of the rights and powers that the Board has to enforce compliance. This does not mean, however, that the Board has waived the right to do so. Instead, the covenants of each Owner will remain in full force and effect and the Board will continue to have all of its rights and powers to enforce them despite any failure to do so in the past. Whether or not the Board knows that an Owner has violated the Condominium Documents, it may receive and accept any money paid by the Owner without waiving the Owner's breach. The Board will not be deemed to have waived any provision of the Condominium Documents, expressly or by implication, unless the Board expressly states the same in a document that is signed by an Officer pursuant to authority contained in a resolution of the Board.

Section 10. **ASSESSMENT DISPUTES**.

A. **STATEMENT OF UNPAID AMOUNTS**. No Owner may withhold any Assessment claimed by the Association. An Owner who disputes the amount of an Assessment may request a written statement clearly indicating (1) the amount of Common Expenses included in the Assessment, including the due date of each amount claimed; (2) the amount of any penalty, late fee, lien filing fee, and any other charge included in the Assessment; (3) the amount of attorneys' fees and costs, if any, included in the Assessment and (4) other such matters as provided in Section 514B-146(c) of the Act. Upon receipt of such a request, the Association, or the Managing Agent on behalf of the Association, must provide a written statement disclosing this information and anything else required by the Act or the HAR.

B. **ASSESSMENT DISPUTES**. An Owner who pays the Association the full amount claimed by the Association may still contest the Assessment in the manner provided in the Act.

Section 11. **LIABILITY OF ANYONE WHO ACQUIRES TITLE THROUGH FORECLOSURE**. In this Section, "New Owner" means a Lender or anyone else who obtains title to a Unit as a result of the foreclosure of a Mortgage. To the extent permitted by the Act, a New Owner and its successors and assigns are not liable for the share of the Common Expenses or Assessments charged to the Unit and which became due before the New Owner took title. Instead, those unpaid amounts will be Common Expenses collectible from the Owners, including the New Owner and the New Owner's successors and assigns and will be allocated in accordance with Section XI.A of the Declaration. A New Owner will be deemed to acquire title and is required to pay the Unit's share of Common Expenses and Assessments beginning at the time stated in the Act or, if not stated, then, the earlier of: (1) thirty-six (36) calendar days after the order confirming the sale to the purchaser has been filed with the court; (2) sixty (60) calendar days after the hearing at which the court grants the motion to confirm the sale to the purchaser; (3) thirty (30) calendar days after the public sale in a nonjudicial power of sale foreclosure, pursuant to Chapter 667 of the Hawaii Revised Statutes; or (4) the date when the deed is recorded.

Section 12. **LIABILITY FOR UNPAID ASSESSMENTS.**

A. In this Section, "**Existing Owner**" means the Owner who transfers a Unit, and "**New Owner**" means the Person to whom the Unit is transferred. If a Unit is transferred voluntarily and not as a result of foreclosure, the New Owner will be jointly and severally liable with the Existing Owner for all unpaid Assessments against the Existing Owner for the Existing Owner's share of the Common Expenses up to the time of the transfer subject to any limitations in and to the extent permitted under Section 514B-146(h) of the Act. This does not limit the New Owner's right to recover from the Existing Owner the amounts paid by the New Owner for these unpaid Assessments.

B. Both the Existing Owner and the New Owner have the right to ask the Managing Agent or the Board for a letter listing any unpaid Assessments against the Existing Owner or the Existing Owner's Unit. Within twenty (20) business days after receiving the request, the Board or the Managing Agent must provide the letter. The letter will state the amount of the unpaid Assessments against the Existing Owner. The New Owner is not liable for, and the Unit will not be transferred subject to a lien for, any unpaid Assessments against the Existing Owner in excess of the amount stated in the letter except for the amount of any check that is later dishonored and that is mentioned in the letter as having been received within the thirty (30) day period immediately preceding the date of the letter.

Section 13. **ABANDONMENT OF UNIT; DEED TO BOARD**. An Owner cannot avoid liability for Assessments by not using or by abandoning the Owner's Unit or by waiving the Owner's rights to use or enjoy the Common Elements. With the unanimous consent of the Board, any Owner may convey the Owner's Unit and its Common Interest to the Association on behalf of all other Owners. The Owner will not be liable for any Common Expenses charged after the deed is accepted by the Association and is recorded.

Section 14. **TAXES AND ASSESSMENTS.**

A. Each Owner (i) must take reasonable steps to see that the government assesses any taxes on the Owner's Unit and its appurtenant Common Interest and any personal property or any other interest of the Owner separately from taxes on other Units or other Owners, and (ii) must pay those taxes.

B. If, in the opinion of the Board, any taxes or assessments may be a lien on all or any part of the Common Elements, the Board may pay those taxes or assessments as part of the Common Expenses. Any such taxes or assessments that may be a lien on the Common Elements shall be Common Expense, any such taxes or assessments that may be a lien on the Residential Limited Common Elements shall be a Residential Unit Class Expense and any such taxes or assessments that may be a lien on the Commercial Limited Common Elements shall be a Commercial Unit Class Expense. Each Owner must pay to the Board such Owner's proportionate share of any Assessment by the Board for any such taxes or assessments paid by the Board. The Owners must make these payments at the time and in the manner that the Board directs. Any Assessments charged by the Board under this Section will be secured by the Association's lien under **Article VI, Section 8.A** and the non-paying Owner shall be required to reimburse the Board for any amount paid by the Board in connection therewith, including, without limitation, attorneys' fees and other expenses incurred in charging and collecting the amount owed.

Each Owner must sign any documents and take any action that the Board reasonably requires to facilitate dealing with the proper governmental authority regarding taxes and assessments.

Section 15. **UTILITY EXPENSES**. All utilities serving the Residential Units or the Residential Limited Common Elements shall be separately metered from the Commercial Units and the Commercial Limited Common Elements and the Common Elements whenever possible. If not possible, then calculations shall be made pursuant to the provisions of the Declaration. The cost of utility services for the Common Elements is a Common Expense, unless otherwise set forth in a Special Cost or Alternative Allocation in the Declaration. The cost of utility services for the Commercial Limited Common Elements is a Commercial Unit Class Common Expense and the cost of utility services for the Residential Limited Common Elements is a Residential Unit Class Common Expense.

A. The cost of utility services to any Unit or Limited Common Elements that are separately metered, sub-metered, or check metered shall be calculated based upon actual usage and shall be payable by the Owner of such Unit or the Owner(s) of the Unit(s) to which such Limited Common Element is appurtenant,

payable directly to the service provider if a separate bill is rendered (in which case the amounts owed and payable to the service provider shall not be or be deemed to be Common Expenses), or otherwise payable to the Association on demand (in which case the amounts owed and payable to the Association shall be and be deemed to be Common Expenses). If utility services are separately metered, sub-metered, or check metered to a group of Units (for example, to all Commercial Units or to all Residential Units, or to the Commercial and Residential Units as a group, etc.), the share of the costs and expenses allocated to and payable by each Unit in the metered group shall be based upon each Unit's actual usage of the group metered utilities; provided, however, that if it is not reasonably possible to determine accurately each Unit's actual usage of the metered utilities relative to the other Units in the group, then each Unit's share of the group metered utility costs and expenses shall be calculated based upon relative Class Common Interest if metered solely within a Unit Class or by relative Common Interest if metered to one or more Units in the Residential Unit Class and Commercial Unit Class. Unless otherwise permitted or required by the utility service provider(s), the Owners of Units that are separately metered, sub-metered or check metered shall be responsible for all costs and expenses of the maintenance, repair, and replacement of all metering equipment installed in or for their Units.

B. If utility or other services (including, by way of example but not limitation, television cable, internet, and digital telephone or conference service) are purchased by the Association as a bundled utility package at a negotiated but adjustable flat rate and provided to some or all of the Units, each Unit that is designated to receive such utilities or services shall be assessed separately, an equal share of the flat rate charged by the provider to the Association.

C. For all utility and other service expenses billed to the Association for Limited Common Elements appurtenant to more than one (1) Unit and not separately metered, sub-metered, or check metered, or not provided as part of a bundled utility package for which the Association pays a flat rate, the Board shall allocate a share of such utility or service expenses as provided in the Declaration.

D. If any Owner fails to pay such Owner's share of all such costs and expenses that are payable to the Association, the Association shall have all of the rights and remedies against the Owner available to the Association for an Owner's failure to pay such Owner's share of Common Expenses.

Section 16. **COLLECTION FROM TENANT**. An Owner may rent or lease the Owner's Unit. If an Owner does so and if the Owner is in default for thirty (30) calendar days or more in paying the Unit's share of the Common Expenses, then for so long as the default continues, the Board may demand in writing and receive from the Owner's tenant any rent due up to the full amount owed by the Owner to the Association, including interest, if any. Any such demand or acceptance of rent from any tenant shall not be deemed to be a consent to or approval of any lease by the Owner, a release or discharge of any of the obligations of the Owner under the Condominium Documents, or an acknowledgement or surrender of any rights or duties of the Owner under the Condominium Documents. If the Board makes such a demand upon the tenant, the tenant shall be obligated to make the payments to the Board as demanded; provided, however, that the Board may not exercise this right if a receiver has been appointed to take charge of the Unit pending a Mortgage foreclosure, if a mortgagee is in possession pending a Mortgage foreclosure, or if Developer is the Owner; provided, that for Commercial Units, any right for collection from a tenant shall be subject to any lease and the approval of the Commercial Director, which approval shall not be unreasonably withheld or delayed. The Association may not demand that the tenant pay more than the amount of rent due from the tenant to the Owner under the lease or rental arrangement. Any amount paid by the tenant under this Section will discharge that amount of payment from the tenant's rent obligation. Even if the Board demands and receives any rent from a tenant, this will not release or discharge (i) any obligations of the Owner remaining unpaid or unperformed, (ii) any other duties of the Owner, or (iii) any rights of the Association under the Condominium Documents. The Board must comply with the requirements of the Act when exercising its rights under this Section.

Section 17. **AUDITS**. Except as otherwise permitted by the Act, each year the Association must have a public accountant or accounting firm conduct an audit of the Association's financial accounts and at least one (1) unannounced verification of the Association's cash balance. The Association will furnish to the Owners copies of the audit and any other financial statements at the times and in the manner stated in the Act.

Section 18. **FINANCIAL REPORTS.**

A. **FINANCIAL STATEMENTS.** The Association must prepare and send the following statements to each Owner:

(1) **THE BUDGET.** At least thirty (30) calendar days before the fiscal year starts the Association must send to the Owners the approved budget for that year.

(2) **THE ANNUAL REPORT.** The Association must send an annual report to each Owner within ninety (90) days after the end of each fiscal year. The Commercial Director must submit its annual report to the Association at least sixty (60) calendar days after the end of the fiscal year to be incorporated into the Project annual report. The annual report must include:

(a) A balance sheet showing the assets, liabilities and net worth of the Association at the end of the fiscal year;

(b) An operating (income) statement for the fiscal year;

(c) A statement of the net changes in the financial condition of the Association for the fiscal year; and

(d) Any other information required by the law of any jurisdiction (for example, another state) where the Project is registered for public sale.

B. **REPORTS.** The Association will provide information and reports as required by Section 514B-154 of the Act and may utilize an internet site as permitted by such law.

ARTICLE VII

MAINTENANCE AND REPAIR AND USE

Section 1. **MAINTENANCE AND REPAIR OF UNITS.** Except as otherwise provided by law or in these Bylaws or in the Declaration:

A. **OWNERS' RESPONSIBILITIES.** At each Owner's expense, the Owner must maintain and repair the Owner's Unit, and the Unit Limited Common Elements appurtenant solely thereto, and keep them in good order and condition at all times.

(1) This duty includes, for example, the obligation to repair and maintain and keep in good order and condition:

(a) The interior decorated or finished surfaces of all walls, floors, and ceilings of a Unit and any lanai and/or balcony and Improvements thereon, and

(b) All installations for water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights, and all other fixtures and accessories. This applies only to installations, fixtures and accessories that are part of the Owner's Unit.

(c) All mechanical, electrical, and plumbing components of the Owner's Unit and the Improvements therein in strict accordance with all applicable maintenance requirements, operating standards and guidelines (i) of or promulgated by any governmental agency, (ii) set forth in any manufacturer's or supplier's operating manuals or maintenance and care documents for said fixtures and equipment, and (iii) as may be set forth from time to time in the Condominium Documents.

(2) Each Owner shall be responsible for performing the following with respect to the Owner's Unit and any Unit Limited Common Elements appurtenant solely thereto in order to prevent or eliminate the occurrence of mold growth in the Unit and at the Project:

(a) Maintain and properly service the Owner's air conditioning system and keep it in full working condition.

(b) Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in the Unit or any Unit Limited Common Element lanai or balcony appurtenant thereto. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.

(c) Inspect for leaks on a regular basis. Look for discoloration or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditions) for mold growth. Take notice of musty odors and any visible signs of mold.

(d) Should mold develop, thoroughly clean the affected area with a mild solution of bleach or other appropriate mold-killing agent. Discard affected porous materials, such as fabric, upholstery or carpet. Should the mold growth be severe, call on the services of a qualified professional cleaner.

(3) Each Owner is liable for all loss or damage caused by such Owner's failure to perform any such work diligently. If the Owner fails to perform such work after reasonable notice from the Association, the Association may undertake and charge the cost of performing such work to the Owner pursuant to Section XI.E of the Declaration.

(4) Each Owner will take such steps as may be required to prevent excessive oil spills upon the parking stall that is a Unit Limited Common Element appurtenant to such Owner's Unit.

(5) Each Owner will take such steps as may be required to prevent pests, such as roaches and ants, from infesting such Owner's Unit.

B. **DAMAGE TO COMMON PROPERTY**. Every Owner:

(1) Must reimburse the Association promptly on demand for all expenses incurred by it in repairing or replacing any uninsured loss or damage to the Common Elements or any furniture, furnishings, or equipment owned by the Association caused by the Owner, Occupant, or any person under either of them to the extent permitted under Section XI.E of the Declaration, and

(2) Must give to the Managing Agent notice of any such loss or damage or other defect in the Project promptly after discovering it.

Section 2. **COMMON ELEMENTS.**

A. **BOARD**. Subject to any approvals required under the Declaration, the Board may arrange for painting or repair of the Limited Common Elements, including but not limited to, any walls or ceilings surrounding any lanai or balcony, exterior doors, windows, trim, walls, railings, and other parts of the Limited Common Elements and may also choose the type and color of paint to be used. The Board shall assess each Owner for such Owner's proportionate share of the painting and repairs or the Board may pay for it using the reserve funds designated for such purpose. However, the cost of painting and repairs due to negligence, misuse, or neglect of an Owner or other Occupant, or someone under either of them, may be charged as a special assessment pursuant to Section XI.E of the Declaration.

B. **COMMERCIAL DIRECTOR**. The Commercial Limited Common Elements shall be maintained, repaired, and replaced by the Commercial Director as and to the extent set forth in Section VII.B of the Declaration until the Commercial Director notifies the Board in writing to the contrary and upon such notice the Board shall be responsible for such maintenance, repair, and replacement of such Project components designated by the Commercial Director in such notice; provided that any costs or expenses associated with such maintenance, repair, and/or replacement shall be a Commercial Unit Class Expense, unless otherwise determined to be a Special Cost and Alternative Allocation or such areas are redesignated as Common Element or Residential Limited Common Elements.

Section 3. **MOLD PREVENTION**. The Board shall be responsible for doing the following with respect to the Common Elements and Limited Common Elements in order to prevent or eliminate the occurrence of mold growth at the Project: the Association shall regularly clean and repair roof gutters and correct any grading which does not slope away from the building foundation; maintain and properly service Common Element and Limited Common Element air conditioning systems, if any, and keep them in proper working condition; promptly clean up spills, condensation and other sources of moisture; thoroughly dry any wet surfaces or material and replace any materials that cannot be thoroughly dried, such as drywall or insulation; inspect for leaks on a regular basis; repair any leaks promptly; inspect condensation pans (refrigerators and air conditions) for mold growth; should mold develop, thoroughly clean the affected area with a mild solution of bleach or other appropriate mold-killing agent; discard affected porous materials, such as fabric, upholstery or carpet and; should the mold growth be severe, call on the services of a qualified professional cleaner. The Board and the Association, however, shall not be liable for mold growth at the Project or any efforts to clean and repair areas of the Project to reduce or eliminate mold or moisture.

Section 4. **CORROSION MITIGATION SYSTEMS**. The Board shall be responsible for adopting a corrosion prevention program, including corrosion mitigation systems, for the Common Elements, as a Common Expense, for the Residential Limited Common Elements and Residential Unit Limited Common Elements, as a Residential Unit Class Expense, and for the Commercial Limited Common Elements and Commercial Unit Limited Common Elements, as a Commercial Unit Class Expense. Such corrosion mitigation systems may include: (a) a barrier system; (b) electrochemical treatments; (c) impressed current cathodic protection; and/or (d) other methods to prevent corrosion of the reinforcing steel within the concrete.

Section 5. **ALTERATIONS AND ADDITIONS BY OWNERS.**

A. **PERMITTED ALTERATIONS**. An Owner may make additions, alterations, or Improvements solely within the Owner's Unit or within the Limited Common Element appurtenant to and for the exclusive use of the Owner's Unit as set forth in Section X of the Declaration.

B. **PROHIBITED ALTERATIONS**. Subject to the provisions of the Declaration and the Act, no Owner may make any alteration or addition to: (i) the Owner's Unit that adversely affects the Common Elements or (ii) any of the Common Elements including, without limitation, Common Elements within, encompassing or adjacent to the Owner's Unit.

C. **BOARD APPROVAL**. An Owner must not begin work on any alterations, additions, or Improvements that require Board approval as set forth in Section X.E of the Declaration until such approval has been obtained.

Section 6. **ALTERATION OF THE PROJECT**. Except for Limited Common Elements to be maintained by the Owners of Units to which they are appurtenant, whenever in the judgment of the Board, the Common Elements need additions or alterations, the Board can make the additions or alterations, provided that any alterations to the Commercial Limited Common Elements and Commercial Unit Limited Common Elements are subject to the approval of the Commercial Director, and provided further, that any consents required by Section X.E of the Declaration are obtained, in writing, in advance. The cost will be a Common Expense, except that the cost of any such work performed on any Limited Common Elements will be charged to the Owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. Notwithstanding anything to the contrary herein, but subject to the provisions of Section X.E of the Declaration, the Board shall have the authority to install or cause the installation of antennas, conduits, chases, cables, wires, and other television signal distribution and telecommunications equipment upon the Common Elements; provided that the same shall not be installed upon any Unit Limited Common Element without the consent of the Owner(s) of said Unit or upon any Commercial Limited Common Element without the consent of the Commercial Director. The installation of antennas, conduits, chases, cables, wires, and other television and telecommunications equipment upon the Common Elements by the Board shall not be deemed to alter, impair, or diminish the Common Interest and Common Elements appurtenant to each Unit or be a structural alteration or addition to any building different in any material respect from the Condominium Map; provided that no such installation shall directly affect any non-consenting Owner. Further, the Board shall be authorized to abandon or change the use of any television signal distribution and telecommunications equipment due to technological or economic obsolescence (which determination shall be within the Board's sole discretion) or to provide an equivalent function by different means or methods; and the abandonment or change of use of any television signal distribution or telecommunications equipment by the Board due to technological or economic obsolescence or to provide an equivalent function by

different means or methods shall not be deemed to alter, impair, or diminish the Common Interest, Common Elements, and easements appurtenant to each Unit or to be a structural alteration to any building different in any material respect from the Condominium Map. For the purposes of this Section: (a) "directly affects" means the installation of television signal distribution and telecommunications equipment in a manner which would specifically, personally, and adversely affect an Owner in a manner not common to the Owners as a whole, and (b) "television signal distribution" and "telecommunications equipment" shall include all present and future forms of communications technology.

Section 7. **OWNER APPROVAL**. Maintenance, repair, or replacement of any portion of the Project for which the Association is responsible costing in excess of ONE MILLION DOLLARS ($1,000,000.00) in any one instance may be made by the Board only after obtaining the approval of a Majority of the Owners. This rule does not apply to Capital Upgrades that are governed by Sections VII.C and VII.D of the Declaration and shall not apply to maintenance, repairs, or replacements:

A. Required by law or by the Declaration or these Bylaws;

B. Required due to an emergency threatening immediate and substantial damage to person or property;

C. Required to maintain or repair the Project as originally designed or constructed, or in accordance with any duly authorized changes to the Project or required by law;

D. For which replacement reserve funds have been established and substantially funded to cover at least ninety percent (90%) of the cost; or

E. Made by Developer when exercising the Developer's Reserved Rights.

ARTICLE VIII

ASSOCIATION RECORDS

Section 1. **CONDOMINIUM DOCUMENTS**. The Association must keep at the Resident Manager's or Managing Agent's office an accurate copy of the Declaration, these Bylaws, the House Rules, a sample original Unit Deed for a Residential Unit, and all public reports and any amendments to them. The Managing Agent must provide copies of those documents to Owners, tenants, prospective purchasers, and their prospective agents during normal business hours, upon payment to the Managing Agent of a reasonable charge to defray any administrative or duplicating costs.

Section 2. **MEMBERSHIP LIST**.

A. **THE ASSOCIATION MUST KEEP A LIST**. The Resident Manager, Managing Agent, or Board must keep an accurate and current list of names, addresses, mobile phone numbers, and email addresses of the Owners and of any other party or person that has managerial control of the Unit, or who serves as the point of contact for such Unit. The list must include, among others, anyone who is buying a Unit under any Agreement of Sale. It must also include the names and addresses of the Lenders whose names and addresses are furnished to the Association. The list will be maintained at a place designated by the Board. The Managing Agent or Resident Manager shall not use or distribute any membership list, including for commercial or political purposes, without the prior written consent of the Board. All membership lists are the property of the Association and any membership lists contained in the Managing Agent's or Resident Manager's records are subject to this Section. The Managing Agent, Resident Manager, or the Board may not use the information contained in the membership lists to create any separate list for the purpose of evading this Section.

B. **RELEASE OF LIST**. The Association will make the list of Owners available, at cost, to any Owner who asks for it; provided that despite anything else stated in the Condominium Documents, the Association will not furnish the list of Owners or any copy of it, or any other documents from which a membership list may be compiled, nor allow anyone to inspect or make copies or extracts of the list or any other documents from which a list may be compiled, until after each of these conditions is satisfied:

(1) The Owner requesting the list must furnish to the Resident Manager, Managing Agent, or Board a duly executed and acknowledged affidavit stating that (i) the list will be used by that Owner personally and only for the purpose of soliciting votes or proxies or providing information to other Owners with respect to Association matters, and (ii) the list will not be used by that Owner or furnished to anyone else for any other purpose.

(2) The Owner requesting the list satisfies any other conditions to obtaining the list contained in the Act.

(3) All other lawful conditions adopted by the Board pursuant to **Section VIII.7.E** have been fully satisfied.

Section 3. **NOTICE TO BOARD OF DIRECTORS/LENDERS**. An Owner who Mortgages the Owner's interest in a Unit shall notify the Board of the name and address of the Owner's Lender and within ten (10) business days after the recordation of the Mortgage shall provide the Board with a true copy of the Mortgage as recorded at the Bureau. The Board shall maintain such documents in a file entitled "Mortgages of Units." All notices permitted or required to be given to an Owner pursuant to these Bylaws or the Declaration shall also be given to the Lender of such Unit if such Lender has delivered to the Board a written request for such notices.

Section 4. **LENDER PROTECTION**. Notwithstanding any provisions to the contrary contained herein:

A. At all times, all taxes, Assessments, and charges which may become liens under the laws of the State of Hawaii shall relate only to the individual Units and their appurtenant Common Interest in and to the Common Elements and the rights of the individual Units to the exclusive use of appurtenant Limited Common Elements, but not to the Common Elements in themselves as a whole.

B. The Declaration and these Bylaws shall not give an Owner or any other party priority over any rights of Lenders pursuant to their Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards.

C. No amendment to this Section shall affect the rights of any Lender whose Mortgage is recorded prior to the recordation of such amendment and who does not consent thereto.

D. Any holder, insurer, or guarantor of a Mortgage on any Unit in the Project shall be provided with written notice of the following: (i) any proposed termination of the Project; (ii) any actual or threatened condemnation or eminent domain proceeding or any casualty loss affecting a material portion of the Project or any portion thereof; (iii) any delinquency of sixty (60) calendar days in the payment of Assessments or charges owed by the Owner whose Unit is subject to such Mortgage; (iv) any significant damage or destruction to the Common Elements or to a Unit covered by the first Mortgage held or insured by such party; (v) other than in connection with the express rights reserved in the Declaration, any proposal to subdivide, encumber, sell, or transfer the Common Elements or any part thereof; provided, however, that the granting of easements for public or private utilities or for public purposes consistent with the intended use of the Common Elements of the Project and the relocation of any easements appurtenant to the Project over other lands, pursuant to the exercise of any right to relocate such easements by the owner of such other lands, shall not be deemed a transfer within the meaning of this clause; (vi) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (vii) any proposed action that requires the consent of a specified percentage of Lenders.

E. Upon written request to the Association, any holder, insurer or guarantor of a duly recorded first Mortgage of a Unit, whose request states the requesting party's name and address and the number of the Mortgaged Unit, shall also be entitled to a copy of all pleadings filed in any lawsuit, administrative proceeding, or other action affecting the Project or any portion thereof, at such party's expense for reproduction costs.

Section 5. **RELEASE OF INFORMATION**. The Board may provide any information available to it pertaining to a Unit or the Project to the Lender of a first Mortgage of such Unit and such Lender may provide any information to the Board regarding the mortgagor, the mortgagor's loan and the status of such loan, without liability to the Owner of the Mortgaged Unit.

Section 6. **UNIT DEEDS.**

A. Each Owner shall promptly record the Unit Deed or other conveyance to such Owner of the Owner's Unit, and any Mortgage of such Owner's interest in the Owner's Unit, and file with the Board, through the Managing Agent, a recorded copy of the Unit Deed or other conveyance document. Each vendor of a Unit under an Agreement of Sale shall promptly record the Agreement of Sale or a memorandum thereof and file a copy of such document with the Board. Each Owner, vendor, vendee, and Unit mortgagee shall promptly notify the Board of any changes in such Person's address.

B. During the Development Period, the Board must provide to Developer a clear and readable copy of all documents and information that it receives pursuant to **Article VIII, Section 2** within seven (7) calendar days after the Board receives such documents or information.

Section 7. **MINUTES AND RECORDS; EXAMINATION.**

A. **MINUTES.** Minutes of all Association meetings and Board meetings will be available as set forth in **Article II, Section 16** and **Article III, Section 16**, respectively; provided that the minutes of any executive session may be withheld if their publication would defeat the lawful purpose of the executive session. Minutes of meetings of the Board, once approved, for the current and prior year shall either (i) be available for examination by Owners at no cost or on twenty-four (24) hour loan at a convenient location at the Project designated by the Board, or (ii) be transmitted by the Board, the Managing Agent, or the Association's representative to the Owner making a request for the minutes within fifteen (15) days of receipt of the request; provided that the minutes shall be transmitted by the means indicated by the Owner in the request if the transmission preference is either mail, electronic mail, or facsimile; and provided further that the Owner shall pay a reasonable fee for administrative costs associated with handling the request. Costs incurred by Owners shall be subject to Section 514B-105(d) of the Act. Minutes of meetings must include the recorded vote of each Director on all motions except motions voted on in executive session. If notice of a Board meeting was properly given but a Director is absent, the minutes must say so.

B. **FINANCIAL RECORDS.** The Association's most current financial statement shall be provided to any interest Owner at no cost or on a twenty-four(24) hour loan, at a convenient location designated by the Board. Financial statements, general ledgers, the accounts receivable ledgers, accounts payable ledgers, check ledgers (or other comparable lists or schedules), insurance policies, contracts, and invoices of the Association for the duration those records are kept by the Association and delinquencies of ninety (90) calendar days or more will be available for examination by Owners at convenient hours at a place designated by the Board; provided that:

(1) The Board must require Owners to furnish to the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interest of the Association or Owners or both; and

(2) Owners pay for administrative costs in excess of eight (8) hours per year. Copies of these items will be provided to any Owner upon such Owner's request, provided that the Owner pays a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling the request.

C. **VOTING RECORDS.** Owners have the right to view proxies, tally sheets, ballots, Owners' check-in lists, and the certificate of election for a period of thirty (30) calendar days following any meeting of the Association; provided that:

(1) The Board must require Owners to furnish the Association a duly executed and acknowledged affidavit stating that the information is requested in good faith for the protection of the interest of the Association or Owners or both; and

(2) Owners pay for administrative costs in excess of eight (8) hours per year.

Proxies, tally sheets, ballots, Owners' check-in lists, and the certificate of election may be destroyed ninety (90) days after the Association meeting; provided that in the event of a contested election, the documents shall be retained until the contested election is resolved. Copies of tally sheets, Owners' check-in lists, and

the certificates of election from the most recent meeting of the Association shall be provided to any Owner upon such Owner's request, provided that the Owner pays a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling such request.

D. **OTHER RECORDS**. Owners may file a written request with the Board to examine other documents. The Board must give written authorization or written refusal with an explanation of the refusal within thirty (30) calendar days of receipt of the request.

E. **PROTECTION OF ASSOCIATION INFORMATION**. To the extent permitted by law, the Board may establish reasonable additional requirements and conditions to the inspection by Owners (including Directors) of the list of Owners or to furnishing information from the register or other books, papers or records of the Association especially when that information might be used to compile a list of Owners. For example, the Board may set rules governing (1) when notice must be given to the Association or Managing Agent by the person desiring to inspect the Association's records, (2) hours and days of the week when an inspection may be made, (3) payment of the cost of reproducing copies requested by the party making the inspection, to the extent not specified elsewhere in these Bylaws, and (4) the posting of a bond.

Section 8. **RECORDS; EXAMINATION; DISPOSAL.**

A. **RECEIPTS, EXPENDITURES, AND DELINQUENCIES**. The Managing Agent or Board must keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The Managing Agent or Board must also keep monthly statements indicating the total current delinquent dollar amount of any unpaid Assessments for Common Expenses.

B. **LOCATION OF RECORDS**. All records and the vouchers authorizing the payments and statements will be kept and maintained at the address of the Project, or elsewhere within the State of Hawaii as the Board chooses. The records may be kept and maintained on paper or in electronic, magnetic, or other form accessible using electronic data processing equipment.

C. **DISPOSAL OF RECORDS**. The Managing Agent may dispose of records of the Association at the times and under the conditions stated in the Act or, if it does not address it, then at the times and under the conditions that the Board chooses.

ARTICLE IX

GENERAL PROVISIONS

Section 1. **WHO CAN SIGN CHECKS**. All checks, drafts, or other orders for payment of money, notes, or similar documents issued by or payable to the Association must be signed or endorsed as stated in a resolution adopted by the Board. If no resolution is adopted, the Board may authorize any Officer or Officers, agent or agents, to sign or endorse the same. The same rule applies to signing and delivering other documents authorized by the Condominium Documents or by action of the Board or the Association.

Section 2. **WHO CAN SIGN CONTRACTS AND OTHER DOCUMENTS**. Except as otherwise provided in these Bylaws, the Board may authorize any Officer or Officers, agent or agents, to enter into any contract or sign any document for the Association. This authority may be general or it may be limited to specific things. Unless authorized by the Board, no Officer, agent, or employee has any power or authority to bind the Association or to pledge its credit or to make it liable for any purpose or for any amount.

Section 3. **AMENDMENT**.

A. **AMENDMENT BY VOTE OR WRITTEN CONSENT**. These Bylaws may be amended at any time by the vote or written consent of sixty-seven percent (67%) of all Owners, provided that:

(1) For any amendment that affects the Commercial Units, Commercial Unit Owners, or Commercial Limited Common Elements, such vote or written consent of sixty-seven percent (67%) of all Owners shall include the vote or written consent of all Commercial Unit Owners;

(2) Each item required by the Act to be set forth in these Bylaws must always be included in these Bylaws;

(3) Such amendment shall be subject to all limitations and requirements regarding amendments to the Condominium Documents contained in the Declaration, including, but not limited to Sections XV.C and D of the Declaration; and

(4) No amendment that is material or adverse in nature to mortgagees shall be effective without the written approval of mortgagees representing at least fifty-one percent (51%) of the votes of Units that are subject to Mortgages.

B. **DEVELOPER'S RESERVED RIGHTS TO AMEND**. Notwithstanding anything set forth in this Section to the contrary, Developer (pursuant to its Developer's Reserved Rights) has the right to amend these Bylaws to the extent set forth in the Declaration.

C. **RECORDING**. A duly authorized amendment to these Bylaws will take effect only after it is signed by the proper Officers of the Association and recorded at the Bureau.

D. **PROPOSAL OF AMENDMENTS**. Any proposed amendment to these Bylaws with the rationale for such proposal may be submitted by the Board or by a volunteer Owners' committee. If submitted by the volunteer Owners' committee, it must be accompanied by a petition signed by not less than twenty-five percent (25%) of the Owners as shown in the Association's records of ownership maintained by the Board as provided in **Article VIII, Section 2.A**. The petition shall be valid only if submitted within one hundred twenty (120) days of the earliest signature. The proposed amendment, the rationale, and the ballots for voting on the amendment must be mailed by the Board to the Owners at the expense of the Association for vote or written consent without change within thirty (30) calendar days after the Board receives the petition. The vote or written consent required to adopt the proposed amendment to these Bylaws will be as set forth in **Article IX, Section 3.A**, above; provided that the vote or written consent must be obtained within three hundred sixty-five (365) calendar days after mailing for a proposed bylaw submitted by either the Board or a volunteer Owners' committee; and provided further that any such amendment shall be subject to the limitations set forth in Section XV.D of the Declaration. If the proposed amendment is duly adopted, then the Board must record the amendment. The volunteer Owners' committee cannot submit a petition for a proposed amendment to these Bylaws that is substantially similar to an amendment previously mailed to the Owners within one (1) year after the original petition was submitted to the Board. This Section does not preclude any Owner or voluntary Owners' committee from proposing any amendment to these Bylaws at any annual meeting of the Association.

E. **RESTATEMENT OF BYLAWS**. Notwithstanding anything set forth in the Condominium Documents to the contrary, the Association has the authority under the Act:

(1) To restate these Bylaws to set forth all amendments to them; and

(2) To amend these Bylaws as required to conform to the provisions of the Act or any other law or regulation adopted by a governmental authority.

The Association may amend or restate these Bylaws if the Board adopts a resolution authorizing it. No restated or amended Bylaws will be effective unless they are recorded at the Bureau.

Section 4. **NOTICE**. Except as otherwise expressly provided in these Bylaws, all notices must be given as follows:

A. Notice to the Association must be given to each Director. The notice may be given personally or by mail or messenger service. The notice must be mailed or delivered to the Board members at

their addresses as shown on the membership list, or to any other address that the Board designates by notice to all Owners and Lenders.

B. Notice to an Owner may be given by delivering such notice in person, by messenger service or by mail to such Owner's address as it is shown on the membership list or by electronic mail or facsimile if such Owner has authorized transmission to the electronic mail address or facsimile number designated by the Owner for delivery of notices of meetings pursuant to **Article II, Section 11** of these Bylaws.

C. Notice to an Eligible Mortgage Holder or Lender may be given by delivering such notice in person or by mail or messenger service. The notice must be mailed or delivered to the Eligible Mortgage Holder's or Lender's address as it is shown on the membership list, or to any other addresses that the Eligible Mortgage Holder or Lender designates by notice to the Board.

D. All notices must be in writing. If the notice is mailed, it will be deemed given and received seventy-two (72) hours after it is put in the United States mail. If sent by electronic mail or facsimile to the electronic mail address or facsimile number designated by the Owner for notices of meetings pursuant to **Article II, Section 11** of these Bylaws the notice will be deemed given upon electronic confirmation of delivery. Notwithstanding the prior sentence to the contrary, notices of addresses and changes of addresses will be deemed given only when they are actually received.

Section 5. **CAPTIONS**. The captions describing each Section are for convenience only and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

Section 6. **PRONOUNS**. Pronouns (for example, "his" or "her") used in these Bylaws include the male, female, and neuter genders and include the singular and plural numbers, as the case may be.

Section 7. **INTERPRETATION**. The provisions of these Bylaws will be interpreted to carry out the purpose of creating a mixed use condominium in accordance with the Declaration and the Act.

Section 8. **EFFECT OF INVALID PROVISIONS**. The provisions of these Bylaws are severable. Invalidation of any part of these Bylaws by judgment, decree, or order shall in no way affect any other provisions of these Bylaws, each of which shall remain in full force and effect.

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IN WITNESS WHEREOF, Developer, acting as the initial Association, hereby adopts the foregoing Bylaws as the Bylaws of the Association of Unit Owners of Muse Honolulu on the date first above written.

1538 KAPIOLANI LLC,
a Hawaii limited liability company

By _____
Name: Timothy Lee
Its: Manager

"Developer"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | SS:

On this 9th day of December, 2024, before me appeared Timothy Lee, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

CHAN HEE YI
NOTARY PUBLIC
Comm. No. 16-142
STATE OF HAWAII
(Official Stamp or Seal)

Print Name: Chan Hee Yi
Notary Public, in and for said State

My commission expires: 04-10-2028

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF MUSE HONOLULU

Document Date: — or (Undated) at time of notarization.

No. of Pages: 41 Jurisdiction: First Circuit
(in which notarial act is performed)

12-09-2024
Signature of Notary — Date of Notarization and Certification Statement

Chan Hee Yi
Printed Name of Notary

04-10-2028
My commission expires

CHAN HEE YI
NOTARY PUBLIC
Comm. No. 16-142
STATE OF HAWAII
(Official Stamp or Seal)

Section IV

Rules and Regulations of The Association of Unit Owners of Muse Honolulu "House Rules"

RULES AND REGULATIONS OF THE ASSOCIATION OF UNIT OWNERS OF MUSE HONOLULU
(House Rules)

These House Rules have been duly adopted by the Board of Directors (the "**Board**") of the Association of Unit Owners of Muse Honolulu (the "**Association**") in accordance with Article V, Section 7 of the Bylaws of the Association of Muse Honolulu, as the same may be amended from time to time (the "**Bylaws**"). These House Rules are intended to promote harmonious living and maximize the enjoyment of the Muse Honolulu condominium project (the "**Project**") and to protect all Occupants (as such term is defined below) of the Units in the Project from annoyance or nuisance caused by improper or unreasonable conduct or use of the Units and of the common areas of the Project. Furthermore, these House Rules are intended to ensure a safe, clean, friendly, and cooperative environment for the benefit of all Occupants and to retain value in the property. These House Rules will be enforced under the understanding that Owners purchased into a first class building and want to maintain the level of quality and service set forth in the Declaration of Condominium Property Regime of Muse Honolulu, as the same may be amended from time to time (the "**Declaration**").

The responsibility for enforcement of these House Rules may be delegated, in whole or in part, to the Managing Agent or the Resident Manager, if any, by the Board (for the purposes of these House Rules, the Managing Agent or Resident Manager so appointed will be referred to as the "**Managing Agent**"). All Owners and Occupants shall strictly comply with these House Rules and the covenants, conditions, and restrictions, set forth in the Declaration and the Bylaws and shall be bound by standards of reasonable conduct whether or not expressly covered by these House Rules, the Declaration, or the Bylaws. All capitalized terms not defined herein shall have the meanings assigned to them in the Declaration or Bylaws.

It is the responsibility of an Owner to provide a copy of these House Rules to any tenant of such Owner's Unit and to advise said tenant that these House Rules apply to the tenant with the same force and effect as to the Owner.

SECTION I. DEFINITIONS

1. The term "Commercial Unit", "Residential Unit", or "Unit" shall mean and include each Commercial Unit, Residential Unit, or Unit located within the Project, as applicable, as designated and described in the Declaration.

2. The term "Guest" or "Guests" shall mean and include any guest, licensee, and/or invitee of an Occupant.

3. The term "Motor Vehicle" shall mean and include any vehicle powered by engine or motor, including, but not limited to, automobiles, motorcycles, mopeds, motorbikes, and motor scooters.

4. The term "Premises" shall mean the Project, including all of the buildings and Units therein, all of the land thereof, all common areas, and all other improvements, equipment, apparatus, fixtures, and articles placed or installed in or on the land and buildings.

5. The term "Occupant" or "Occupants" and any pronoun used in place thereof shall mean and include any Owner of a Unit, members of any such Owner's family residing in a Residential Unit, and tenants of any Unit.

6. The term "smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigarette, cigar, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation. "Smoking" also includes the use of an electronic smoking device, including, but not limited to, any device that can be used to deliver aerosolized or vaporized nicotine to the person inhaling the device, such as e-cigarettes, e-cigars, e-pipes, vape pens, or e-hookahs.

SECTION II. THE UNITS

1. Owners of Residential Units are responsible for registering all of the Occupants residing in their Units with the Managing Agent, prior to their moving into the building. Registration of Occupants shall include (a) filling out a Resident Registration Card to include: full name(s), telephone number(s), email address(es), and emergency contact(s); (b) signing the House Rules Acknowledgment and Agreement statement for all Occupants over the age of eighteen (18); (c) providing the name, address, and telephone number of the rental agent, if applicable. Any Guest who plans to stay on the Premises for seven (7) days or longer must be registered with the Managing Agent by an Occupant, who is over the age of eighteen (18), of the Unit in which such Guest is staying.

2. Owners are ultimately and legally responsible for the conduct of all Occupants and Guests of their Unit(s) and, at all times, shall ensure that their Occupants' and/or Guests' behavior is neither offensive to any other Occupant or Guest nor damaging to any portion of the Premises. All Occupants and Guests shall adhere to these House Rules. No illegal activity shall be conducted on the Premises.

3. Each Occupant shall, at all times, keep the Occupant's Unit in good order and condition and observe and perform to all laws, ordinances, rules, and regulations applicable to the use of the Project and the Occupant's Unit now or hereafter made by any governmental authority or the Board.

4. Each Owner shall, or if the Owner is not the Occupant, the Owner shall cause the Owner's Occupant to, maintain the Unit's air conditioning system pursuant to the manufacturer's instructions and/or recommendations, including changing filters or performing periodic inspection and maintenance as needed to maximize efficiency.

5. Each Owner shall, or if the Owner is not the Occupant, the Owner shall cause the Owner's Occupant to, maintain all electrical, mechanical, and plumbing components of the Owner's 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 herein below).

6. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of a Unit.

7. With respect to Residential Units, no clothes, towels, garments, rugs, draperies, or other objects shall be hung on or in any entries, foyers, doorways, windows, facades, lanais, or Juliet balconies, including the railings of such lanais and Juliet balconies, including, without limitation, from clotheslines placed therein or thereon, in such a manner as to be in view of persons outside the Unit or building. No shoes, flip-flops, slippers, sandals, dry cleaning, floor mats, or other objects shall be allowed to remain outside the front entrance of any Residential Unit or in hallways outside the Residential Unit.

8. With the exception of outdoor furniture and plants, lanais shall not be used for storage of any items whatsoever. All plants must have a drainage drip tray underneath to prevent any water washing or dripping over the lanai edge to the lanai(s) below. Any plants or other articles which, in the opinion of the Board, are unsightly or hazardous shall be removed and kept off the lanais upon the request of the Board. Plants that protrude over the lanai railing or block the railing or view shall be prohibited. Combustible materials, including furniture that is not fire-retardant, are prohibited on any lanai. No lights may be hung or displayed in windows or on lanai railings including, without limitation, holiday decorations.

9. Owners are prohibited from installing any type of carpet, tiling, or any covering on lanai floors.

10. The lanais must be kept in a clean and sanitary condition and in good order and repair. Owners shall be responsible for cleaning the lanai, including any interior and exterior of any glass lanai

railings and sliding doors to their Units. The exterior of glass and railings of the Juliet balconies shall be cleaned by the Association. When cleaning a lanai, the Occupant shall not cause or otherwise allow water to drain off, or out of the weep hole (if any) of, the lanai. Dust, rubbish, and litter shall not be swept or thrown from any Unit and shall be swept into dustpans and/or thrown in trash cans. Rubbish and dust shall not be swept or thrown into hallways, corridors, or any exterior part of the Project.

11. No rugs, draperies, or other objects shall be dusted, beaten, or shaken from the windows or on the lanais, entries, stairways, and hallways of the Project, or any other area outside of a Unit.

12. Draperies, curtains, shades, or any other window or glass sliding door coverings (collectively, "**Window Coverings**") that are visible from the exterior of the building must be in good condition and have a backing (visible from the exterior of the building) that shall not show any color other than white or a neutral, light earth tone shade, so as not to alter the uniform appearance of the building. Window Coverings shall not be installed directly into a window frame as drilling into, or otherwise making any hole in, a window frame may void any warranty therefor.

13. No tint shall be placed on any window without the prior written approval of the Board.

14. Nothing shall be allowed, done, or kept in any Unit or Common Element 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.

15. Valet and shopping carts or wagons provided at the Project shall only be left in designated return areas and are the property of the Association. Under no circumstance may such carts and/or wagons be taken outside of the Project.

16. Smoking within any Unit is prohibited.

17. Open houses shall not be permitted in the Unit or any part of the Project.

SECTION III. COMMON AREAS

1. No Occupant or Guest shall place, store, or maintain on any walkway, roadway, grounds, or other common area any furniture, packages, or objects of any kind, or otherwise obstruct transit through the common areas.

2. Except as otherwise specifically provided in these House Rules, eating, drinking, and smoking are not permitted in any common area of the Project including, without limitation, lobbies, hallways, elevators, corridors, stairwells, waiting areas, and the Recreational Amenities; 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 lanai appurtenant to any Unit.

3. No recreational activities shall be permitted in any portion of the Project except in those areas expressly designated for such activities.

4. No Occupant or Guest shall make or suffer any strip or waste, or unlawful, improper, or offensive use of the Project or alter or remove any furniture, furnishings, or equipment from the common areas.

5. When moving furniture or other large objects in or out of a Unit or through the common areas of the Tower, Occupants must reserve a date and time with the Managing Agent, who will schedule the use of one of the loading stalls, at such times and in such manner as will cause the least inconvenience and disruption to others. Occupants shall use and/or install temporary protection for the floors and walls of the common areas of the floor on which their Unit is located. Moving hours are from 8:00 a.m. to 4:30 p.m., Monday through Saturday. During such moves and/or use of a

loading stall, the Managing Agent may inspect the loading stall(s) area and moving path for cleanliness and damages. Occupants will reimburse the Association for any damages.

6. Movers shall not pack or unpack containers or furniture in hallways. Packing or unpacking shall be done inside a Unit or within the loading stall(s). The Occupant who is moving and any moving company shall remove all packing materials and other rubbish from the Premises.

7. Repairs to a Motor Vehicle, surfboard, or other equipment shall not be permitted on the Premises.

8. Keyless access devices are required to enter the building and/or use the residential elevators. Occupants shall not allow strangers to enter the building and/or 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 while in the Project.

9. No Occupant or Guest shall harm, damage, litter in, cut, prune, plant in, dig, uproot, take, remove, or in any way alter any of the landscaping and/or decorative water features (if any) that are part of the Common Elements, including Limited Common Elements; or plant, put, place, store, maintain, or affix any plants, planters, statues, water features, or objects of any kind upon or in any portion of said landscaping and/or decorative water features(if any). No climbing or playing in any of the landscaping and/or decorative water features (if any) is permitted.

SECTION IV. TRASH DISPOSAL

1. No refuse, garbage, or trash of any kind shall be thrown, placed, or kept in any common areas of the Project, including any trash room, outside of the trash chutes or other disposal bins, containers, or receptacles provided for such purpose.

2. All garbage must be completely wrapped or bagged before being placed in the trash chutes and shall not exceed the maximum size as detailed by the Managing Agent. Cardboard shall not be placed in any trash chute.

3. All items suitable for recycling shall be placed in the designated recycle bin(s), if any.

4. If the bin(s) is/are full, the Managing Agent should be contacted immediately for assistance.

5. Trash chutes, bins, containers, and/or receptacles located on levels two (2) through thirty-nine (39) of the Tower are for household refuse, garbage, and/or trash only.

6. All cardboard cartons must be flattened before placement in any bin(s). Any large or bulky items shall be hauled away by the Occupant upon coordinating with the Managing Agent.

SECTION V. PARKING

1. Occupants of Residential Units shall not park on levels one (1) and (2) of the Parking Podium unless utilizing a loading stall or a Limited Common Element parking stall appurtenant to the Occupant's Residential Unit.

2. Parking in areas of the Project not expressly designated for parking is prohibited.

3. No Occupant of a Residential Unit shall use any parking stall located on levels two (2) through six (6) of the Parking Podium other than the parking stall(s) that is/are appurtenant to such Occupant's Unit, as designated in the Declaration, except as permitted under the Declaration or as permitted in writing by the Occupant of the Unit to which the subject parking stall(s) is/are appurtenant, and as otherwise duly authorized by the Managing Agent.

4. No Motor Vehicles shall be parked in the driveways, entrances, or exits of the Project or any areas marked as "no parking" areas.

5. Motor Vehicles should be centered in parking stalls so as to prevent crowding of adjacent stalls and/or blocking of passages. Only one (1) Motor Vehicle may be parked in a parking stall at a time. No Motor Vehicle shall be parked so that any portion thereof shall protrude from the parking stall.

6. All persons shall exercise due caution in parking, loading, or unloading within the parking areas to avoid damage to other Motor Vehicles or property and injury to other persons.

7. The parking areas shall not be used for playing or loitering.

8. Violators of the parking regulations set forth in this Section V may have their Motor Vehicles towed away at their own expense; provided that Occupants shall be responsible for authorizing the towing of unauthorized Motor Vehicles from such Occupants' assigned parking stalls and must sign all required authorizations for the towing of Motor Vehicles from such assigned parking stalls. If the violator is a Guest of an Occupant, the Occupant shall be held responsible for payment of any fines or related charges not paid by the violator.

9. Guests of Residential Units may park in the designated guest parking stalls on level 2 of the Parking Podium, which stalls are for the use of Residential Unit Guests only. Such Guests are permitted to park their Motor Vehicles in a guest parking stall for a maximum of six (6) hours between the hours of 7:00 a.m. and 1:00 a.m. daily. Notwithstanding the foregoing, a Guest may park a Motor Vehicle in a guest parking stall between the hours of 1:00 a.m. and 7:00 a.m., provided that the Occupant of the Residential Unit that such Guest is visiting obtains from the Managing Agent an overnight parking pass for such Guest. All Guests who park in a guest parking stall must register by providing the information requested by the Managing Agent.

10. No personal property other than Motor Vehicles shall be stored in or on any parking stall.

11. No boats, jet skis, recreational vehicles (also known as RVs), or all-terrain vehicles (also known as ATVs) shall be parked in any parking stalls or stored anywhere on the Premises.

12. Bicycles may only be stored in designated areas.

13. Occupants shall be responsible for maintaining their respective parking stalls in a clean condition, free from oil drips or other discharges from their Motor Vehicles. From time to time and upon giving prior written notice and an opportunity to cure, the Association may (a) clean any parking stall in the Parking Podium and (b) assess the Occupant of the Unit to which such parking stall is appurtenant a fee of one hundred dollars ($100.00) for such cleaning.

14. Occupants shall register their Motor Vehicles with the Managing Agent.

15. Certain stalls on level two (2) of the Parking Podium may be improved with an electric vehicle charging station, for use by Occupants and Guests, subject to the rules and regulations adopted by the Board pertaining to such things as the length of time any one person may park in such a stall and payment for use of the charging station.

SECTION VI. PETS

1. Notwithstanding any provision to the contrary contained herein, animals specially trained to assist disabled individuals (hereinafter referred to as "**service animals**") or animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or provide emotional support that alleviates one or more identified effects of a person's disability (hereinafter referred to as "**assistance animals**") shall be permitted at the Project subject to the following restrictions:

   (A) Such service animals and assistance animals shall not be kept, bred, or used at the Project for any commercial purpose; and

   (B) Such service animals and assistance animals shall be permitted on the Common Elements, provided the animal is on a leash or otherwise under the control of its handler by voice controls, signals, or other effective means.

2. 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, such as guinea pigs, rabbits, fish, or birds ("**pets**") may be kept by Occupants in their respective Units subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial purpose. Service animals and assistance animals are not "pets."

   (A) Except for fish, no more than two (2) pets shall be allowed per Unit.

   (B) No pet may exceed sixty (60) pounds in weight, or such other reasonable weight limitation as determined by the Board. Infant or juvenile pets of a type or breed that, when fully grown, is likely to exceed said weight limitation are not allowed.

   (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, service animal, and/or assistance animal shall register such pet, service animal, and/or assistance animal with the Managing Agent, who shall maintain a register of all pets, service animals, and assistance animals kept in the Project. Where possible (i.e., for dogs, cats, and other similar animals), pets, service animals, and assistance animals shall wear an identification tag containing the name and contact information of the Occupant.

   (E) No pet is permitted on the Recreational Amenities except in areas specifically designated for such pet.

3. Any pet, service animal, or assistance 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, service animal, or assistance animal 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 assistance 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 and/or Guests. A tenant of an Owner must obtain the written consent of the Owner to keep a pet or pets in the Unit. Notwithstanding such consent, a tenant may keep only those types of pets that may be kept pursuant to these House Rules. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets, service animals, and assistance animals as the circumstances may require or the Board may deem advisable.

4. Each owner of a pet, service animal, or assistance animal and the Owner of the Unit in which such pet, service animal, or assistance animal 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, service animal, or assistance animal in the Unit and the Project.

5. Except when in transit or when using the dog park, pets shall not be allowed in any common area. Any pet, service animal, or assistance animal in transit through the common areas must be carried whenever practicable or on a leash that keeps the pet, service animal, or assistance animal within three feet (3') of its handler's feet. Pets, service animals, and assistance animals shall not be allowed to come into contact with persons other than the handlers thereof, or other animals, except as permitted by such persons or the owners of the other animal(s). Pets, service animals, and assistance animals shall be under the supervision and control of their handlers at all times. For purposes of this section, a pet, service animal, or assistance animal on an unattended leash does not constitute being under the supervision and control of its handler. If physical control of a service animal or assistance animal is impracticable or would interfere with the assistance that the animal provides, the service animal or assistance animal must be under the control of its handler by voice control, signals, or other effective means.

6. Any damage to the Project caused by a pet, service animal, or assistance animal shall be the full responsibility of the owner of such pet, service animal, or assistance animal and the Owner of the

Unit in which the pet, service animal, or assistance animal is kept, and the costs of repair or replacement shall be specially assessed to such person(s).

7. Owners of pets, service animals, and assistance animals shall be responsible for immediately picking up and cleaning up after their pets, service animals, and/or assistance animals. Waste and trash (sand, litter paper, etc.) shall be wrapped and disposed of with extra care in tightly sealed packages.

8. Owners of dogs, other than dogs that are service animals or assistance animals, shall be assessed a special annual fee of $50.00 per dog to defray the additional costs resulting from the presence of such dogs in the Project and incurred by the Association in properly cleaning and maintaining the Common Elements of the Project.

SECTION VII. NOISE

1. Occupants and Guests shall exercise care in the use of musical instruments, radios, televisions, speakers, amplifiers, etc. that may disturb other Occupants and/or Guests.

2. Occupants and Guests shall maintain quiet hours between 10:00 p.m. and 7:00 a.m. on weekdays (Sunday through Thursday nights) and midnight to 8:00 a.m. on weekends (Friday through Saturday nights).

SECTION VIII. BUILDING MODIFICATIONS

1. No structural changes of any type by an Occupant shall be permitted within the Common Elements except as permitted by, and in accordance with, the provisions of the Declaration and Bylaws.

2. Except as otherwise provided in the Declaration, the Bylaws, or these House Rules, no signs, posters, signals, flags, or lettering shall be inscribed or exposed on any part of the Units or Common Elements appurtenant thereto, nor shall anything be projected out of any window or door or off any lanai without the prior written approval of the Board.

3. No Occupant shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antennas, machines, air conditioning units, other equipment, or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows, or roof of the Project, except an antenna installed in accordance with any policy governing such antennas established by the Board or in accordance with any restrictions and/or instructions pertaining to such antennas provided by the Board.

4. No Occupant of a Residential Unit shall decorate the exterior of the entry door of such Occupant's Unit or any Common Element of the Project, except in accordance with such standards and/or guidelines as may be established by the Board from time to time.

5. An Occupant may install one additional deadbolt on the entry door to such Occupant's Unit, provided that such deadbolt and the installation thereof shall be in accordance with specifications as may be adopted by the Board from time to time. A key must be provided to the Managing Agent for emergency purposes.

SECTION IX. INTERIOR UNIT MODIFICATIONS / CONSTRUCTION WORK

1. Interior Unit Modifications. No alterations, modifications, or changes to a Unit shall be made or permitted except as permitted by, and in accordance with, the provisions of the Declaration and 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 shall meet the acoustic requirements for flooring as set forth in the Declaration. Minimum IIC and STC acoustic standards for the transference of sound through the slab to the Unit below and through walls to adjacent Units, as required by the Declaration, need to be met and documented.

2. Hours of Work. Construction activity related to interior alterations, modifications, or changes to any Unit shall be allowed only on Monday through Saturday (excluding state and/or federal holidays) between the hours of 8:00 a.m. to 5:00 p.m.

3. Construction Parking. Due to limited on-site guest parking, all contractors or laborers engaged in the construction of the interior improvements to a Unit are to be notified that off-site parking will be required unless such contractor arranges through the Managing Agent for on-site parking in certain designated stalls or areas. If on-site parking is provided and any contractors, their workers, or subcontractors park in stalls or areas that were not specifically cleared through the Managing Agent, such vehicles may be towed at the expense of such contractor, worker, or subcontractor. Contractors may also arrange through the Managing Agent for temporary parking to load and/or unload materials and/or equipment.

4. Common Area Cleanup. It shall be a requirement of the work that all hallways and other Common Elements of the Project are cleaned of construction debris, equipment, supplies, and other rubbish on a daily basis by any person(s) working on a Unit. No accumulation of trash or other debris from construction activity within a Unit shall be allowed or permitted to remain in the hallways or other Common Elements of the Project.

5. Trash Removal. The use of any of the trash chutes, rooms, containers, or receptacles of the Project for the disposal of construction trash or debris is strictly prohibited. The Owner and/or contractor shall arrange for the removal of all such construction trash, debris, and other materials from the Premises without the use of the Project's trash chutes, rooms, containers, or receptacles. If this rule is violated, the Association reserves the right to charge the Owner for the cost of removal of any such construction trash, debris, or other materials and/or to bar the offending contractor from entering the Premises until satisfactory arrangements are made to remove such construction trash, debris, or other materials and reasonable assurances are provided to the Association that such violation will not re-occur.

6. Use of Specified Elevator Only. The contractor and all laborers engaged in the construction of the interior improvements to a Unit are to be notified by the Owner that they may only use the elevator specifically set aside for use by contractors and laborers and that use of any other elevator in the Project is prohibited for these purposes. If the contractor and/or laborers use any other elevator, the Owner shall be responsible for any and all damages and/or clean-up costs that may be caused or incurred by the Association as a result of such improper use, and the Association and/or Managing Agent shall have the right to bar the offending contractor from entering the Premises until satisfactory arrangements are made for the payment and repair of any damages and/or the removal of any construction trash, debris, and materials and reasonable assurances are provided to the Association that such violation will not re-occur.

SECTION X. GENERAL

1. Occupants shall at all times keep their storage locker(s), if any, pest- and odor-free and in good order and condition and observe and conform to all laws, ordinances, rules, and regulations applicable to the use of the Project and their storage locker(s) now or hereafter made by any governmental authority or the Board. Storage lockers may be subject to periodic spraying, fumigation, and other pest-control measures by the Association.

2. No Occupant or Guest shall make or suffer any strip or waste or unlawful, improper, or offensive use of a storage room, storage locker.

3. Nothing shall be allowed, done, or kept in any storage locker that would overload or impair the structure of the storage locker.

4. No Occupant shall use or permit to be brought into or stored in the building or Common Elements, including, without limitation, the storage lockers, any flammable or combustible substances such as gasoline, propane, turpentine, kerosene, gunpowder, hazardous substances, fireworks, or other explosives or anything deemed highly dangerous or hazardous to life, limb, or property.

5. Owners shall observe and adhere to these House Rules and ensure that all Occupants and Guests adhere to these House Rules. Owners are responsible at all times for the reasonable conduct and decorum of their family members, tenants, and Guests on the Premises.

6. Damage to the building or Common Elements caused by any Occupant or Guest shall be the responsibility of the Owner who, or whose Occupant or Guest, caused said damage and such damage shall be repaired at the expense of the responsible Owner.

7. Surfboards over seven (7) feet long and bicycles are not permitted in the interior of the building. All such surfboards and bicycles must be registered with the Managing Agent's office and stored in designated storage areas.

8. Waterbeds of any nature are prohibited in the Project.

9. Feeding of non-captive birds or any animals on any Common Element is prohibited.

10. Climbing of walls, trees, fences, and other Common Elements, other than the Recreational Amenities expressly designed for climbing, if any, is prohibited.

11. Use of fireworks of any kind anywhere on the Premises is prohibited.

12. No one other than authorized building staff, the Board, and their representatives, may at any time or for any reason whatsoever enter upon or attempt to enter into any mechanical room, utility room, maintenance or equipment storage room, workshop area, or the rooftop of the building, other than the Recreational Amenities on said rooftop.

13. Notwithstanding any provision to the contrary contained in these House Rules, Owners are ultimately and legally responsible for the conduct of their Occupant(s) and Guest(s) and for the use of the Recreational Amenities and Common Elements of the Project by such Owners, Occupants, and Guests, and at all times shall ensure that their Occupants' and/or Guests' behavior is neither offensive to any other Occupant or Guest of the building nor damaging to any portion of the Common Elements.

SECTION XI RECREATIONAL AMENITIES

1. The Recreational Amenities may be used between the hours of 5:00 a.m. and 10:00 p.m. daily, or during the hours posted for the various amenities.

2. Running jumping off walls, and horseplay are not permitted in the Recreational Amenities.

3. Swimming is permitted only in appropriate bathing attire. Nude sunbathing is prohibited.

4. All suntan oil, dirt, and other such materials must be removed before entering the swimming pool, hot tub, steam rooms, massage rooms, saunas, or cold plunge. Persons with open sores, wounds, or communicable diseases are not allowed in the swimming pool, hot tub, steam rooms, massage rooms, saunas, or cold plunge. Spitting, urinating, and blowing of ones' nose in the swimming pool, hot tub, or cold plunge is strictly prohibited. Splashing of water other than that accompanying normal swimming is not permitted.

5. Infants and toddlers are required to wear a swim diaper in the swimming pool. If there is a feces accident in the swimming pool, the pool must be drained, treated, and refilled at the expense of the responsible Occupant whose child or Guest caused the accident. Owners will be held responsible for any costs assessed against their Occupants.

6. No glass items of any kind or similar breakable items shall be permitted in the Recreational Amenities or adjacent areas. The introduction of sand, rock, or other foreign matter in the swimming pool is strictly prohibited.

7. There will be no lifeguard at the swimming pool, hot tub, or cold plunge. Therefore, anyone using the swimming pool, hot tub, or cold plunge does so at such person's own risk and is fully responsible for such person's own safety.

8. Swimmers must dry themselves before leaving the swimming pool, hot tub, or cold plunge areas.

9. Parents or responsible adults are responsible for their children's safety within any Recreational Amenity or Common Element.

10. Upon written request to the Managing Agent or through any other reservation system adopted by the Board, certain designated areas of the Recreational Amenities may be reserved for use and/or for private events. The decision to allow the reservation of such areas for private events shall be subject to guidelines adopted by the Board from time to time and shall be implemented by the Managing Agent. The Board may opt to charge a rental fee for certain areas of the Recreational Amenities and/or for large-scale private events (20+ people). The guidelines shall be for the purpose of reasonably regulating, restricting, and/or limiting the use of these areas for private events. For all functions involving more than six (6) persons, a reservation shall be required. A written request form is available at the Managing Agent's office and/or will be available online. The request must be provided to the Managing Agent no less than one (1) business day prior to the scheduled function date for approval. The Managing Agent has the right to deny a request based on availability.

11. All persons shall comply with the requests of the Managing Agent with respect to matters of personal conduct in and about the Recreational Amenities. The employees of the Managing Agent and/or security personnel are authorized to require any person using any of the Recreational Amenities to identify himself or herself by name and Residential Unit number and, if a Guest, to give the name and Residential Unit number of the host Occupant and to confirm, if required, the physical presence of the Occupant acting as host.

12. No animals (except for service animals and assistance animals as defined above) are allowed in or around the Recreational Amenities, except in the dog park.

13. Intoxicated persons are not permitted to use the Recreational Amenities.

14. Children under twelve (12) years of age must be supervised by a responsible adult when using the Recreational Amenities, including, without limitation, any children's play area.

15. All persons using any of the Recreational Amenities are required to exercise due care to preserve the functionality and appearance of said facilities. All trash and personal belongings must be removed after use of any Recreational Amenities. The chairs or umbrellas, if any, in the Recreational Amenities should be returned to their original positions/locations to ensure a neat and orderly appearance. All Occupants acknowledge and agree that the Managing Agent may issue additional rules governing the use of the Recreational Amenities which are not inconsistent with these House Rules.

16. Eating, drinking of beverages (including alcoholic beverages in moderation), and picnicking may be allowed in designated areas in the Recreational Amenities. The use of hibachis, barbeques grills, and other open-fire cooking equipment is strictly prohibited in all areas except in any designated barbeque areas or where bult-in permanent barbeques are available.

17. For safety and privacy reasons, children under the age of fifteen (15) are not permitted to use the fitness center and the equipment located therein.

18. The Recreational Amenities located on the rooftop shall have a maximum occupancy of fifty (50) people.

19. Anyone violating these rules may be asked by the Managing Agent or building staff to leave the area.

SECTION XII. INTERACTION WITH COMMERCIAL AREAS

1. Occupants and Guests of Residential Units shall not park in stalls reserved for the Commercial Units.

2. Occupants and Guests of Residential Units shall not solicit patrons of the Commercial Units, Commercial Limited Common Elements, or Commercial Unit Limited Common Elements.

SECTION XIII. EXPENSES OF ENFORCEMENT

Every Occupant, or Owner if the Occupant is not an Owner and refuses to comply with this provision, shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in enforcing any provision of the Declaration, the Bylaws, or these House Rules against such Occupant or Occupant's Guest.

SECTION XIV. MONETARY FINES FOR DECLARATION, BYLAWS, OR HOUSE RULES VIOLATIONS

1. In addition to any other remedy available to the Association by law or equity, a monetary fine, as stated below, may be charged against the responsible Owner for each violation of the Declaration, the Bylaws, and/or these House Rules. This fine may be deducted from the responsible Owner's maintenance fee payment. Fines duly imposed but unpaid shall constitute a lien on the Owner's Unit that may be foreclosed upon in like manner as a lien for unpaid assessments to collect the unpaid amount. The Association also has the right to pursue any action to recover a money judgment for any unpaid fines without foreclosing or waiving the lien.

2. The fine for any violation shall be as follows:

   (A) First Step - written citation to the offending Occupant, with a copy of said citation being sent to the Owner if the offender is not the Owner.

   (B) Second Step - written citation to the offending Occupant, with a copy being sent to the Owner if the offender is not the Owner. A fine of fifty dollars ($50.00) (per violation) will be assessed against the Owner if the violation that prompted the first written citation is not corrected within thirty (30) calendar days from the delivery or mailing, whichever is first in time, of the first written citation, if there is a second violation of the same provision of the Declaration, the Bylaws, or these House Rules, or if there is a subsequent violation of a different provision of the Declaration, the Bylaws, or these House Rules.

   (C) Third Step - written citation to the offending Occupant, with a copy being sent to the Owner if the offender is not the Owner. A fine of one hundred dollars ($100.00) (per violation) will be assessed against the Owner if the violation that prompted the second written citation is not corrected within thirty (30) calendar days from the delivery or mailing, whichever is first in time, of the second written citation, if there is a third violation of the same provision of the Declaration, the Bylaws, or these House Rules, or if there is a subsequent violation of a different provision of the Declaration, the Bylaws, or these House Rules.

   (D) Fourth Step – written citation (sent by Certified and Regular Mail) to the offending Occupant, with a copy being sent by Certified and Regular Mail to the Owner if the offender is not the Owner. A fine of two hundred dollars ($200.00) (per violation) will be assessed against the Owner if the violation that prompted the third written citation is not corrected within thirty (30) calendar days from the delivery or mailing, whichever is first in time, of the third written citation, if there is a fourth violation of the same provision of the Declaration, the Bylaws, or these House Rules, or if there is a subsequent violation of a different provision of the Declaration, the Bylaws, or these House Rules. The Association also reserves the right to take appropriate legal action to preclude the continuance of the violation(s).

3. Any assessment not paid within fifteen (15) calendar days after the due date shall be subject to the same late fee and interest penalties as delinquent maintenance assessments or other amounts as may from time to time be established by the Board.

4. After twelve (12) months, a paid fine shall be removed from an Occupant's record and shall not be used in calculating subsequent violations.

5. The Managing Agent, the Managing Agent, and their staff, as agents for the Board, are authorized to issue written citations and levy fines.

6. Appeal from Citations and Fines. Any person fined and/or cited ("**appellant**") may appeal from the fine and/or citation imposed by the Board or the Managing Agent as follows:

   (A) Notice of Appeal. By delivering to the Managing Agent, within twenty (20) calendar days after the date of delivery or mailing to the appellant, whichever is first in time, of written notice of such fine and/or citation, a written notice of the appellant's appeal and the reason(s) therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. However, the Board may waive or rescind all or part of such fine for good cause at the time of the hearing of such appeal.

   (B) Time for Hearing Appeal. All appeals shall be heard by the Board either by email, telephone conference call, or at a physical meeting of the Board within ninety (90) calendar days after the notice of appeal has been delivered to the Managing Agent.

   (C) Procedure. A statement of the facts on which the fine or citation was based shall be furnished to the appellant at least ten (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 the appellant's defense and supporting evidence. The Board may ask other persons to attend and present testimony, and the Board may consider all relevant testimony, evidence, and information related to the violation.

   (D) Disposition of Appeal. The directors of the Board may not act unless a quorum is present. The Board shall vote as to whether the fine, the amount thereof, and/or citation shall be affirmed. If a majority of the directors of the Board present vote in the affirmative, the fine and/or citation shall be upheld and continue in full force and effect. If less than a majority of those directors of the Board present vote in the affirmative, then the fine and/or citation shall thereby be rescinded.

SECTION XV. AMENDMENT OF HOUSE RULES

Except to the extent expressly prescribed or limited by the Declaration, the Bylaws or these House Rules, the Board, through a majority vote, reserves the right to make such other rules or to amend these House Rules from time to time by action of the Board as it deems appropriate to promote the safety, care, and cleanliness of the Project and to ensure the comfort and convenience of all Occupants and Guests, so long as such rules are not inconsistent with any applicable laws, ordinances, codes, rules, or regulations applicable to the Project and/or its management or operation. During the Developer Control Period, the Developer may amend these House Rules in any manner without the joinder, consent, or approval of any other party.

SECTION XVI. COMPLIANCE WITH PROJECT DOCUMENTS

Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration and the Bylaws (the "**Project Documents**"), and in the event of any conflict between these House Rules and the Project Documents, the Project Documents shall govern and the Board shall make such changes to these House Rules as necessary from time to time to comply with the Project Documents. Any dispute may also be handled pursuant to Article XLI of the Declaration and Section 514B-161 of the Act.

CERTIFICATE OF ADOPTION

Developer, acting for and on behalf of the initial Association, hereby adopts the foregoing as the Rules and Regulations of the Association of Unit Owners of Muse Honolulu for and on behalf of the Association this ____ day of _____, 20____.

1538 Kapiolani, LLC,
a Hawaii limited liability company

By: _____
Name:
Its:

"Developer"

Section V

Condominium Map of Muse Honolulu "Condo Map"

VERIFIED STATEMENT OF REGISTERED ARCHITECT

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | SS:

_Melvin Nakaoka, RA, being first duly sworn on oath, deposes and says:

That (1) he is an architect duly registered in the State of Hawaii; (2) he has prepared the site plan, floor plans and elevations comprising the condominium map ("**Condominium Map**") for the condominium project known as "Muse Honolulu" (the "**Project**") situate at Pawaa-Kai, Honolulu, City and County of Honolulu, State of Hawaii, located on that certain parcel of land more particularly described in the Declaration of Condominium Property Regime of Muse Honolulu to be filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii to which reference is hereby made; and (3) the Condominium Map is consistent with the plans of the condominium's building or buildings filed or to be filed with the government official having jurisdiction over the issuance of permits for the construction of buildings in the county in which the condominium project is located.

Further Affiant Sayeth Naught.

DATED: JANUARY 6, 2025.

Name:

Hawaii Registration No. 8744

Subscribed and sworn to before me
this 6 day of January, 2025

JOYCE F. CORPUZ NOTARY PUBLIC No. 93-360 STATE OF HAWAII

Name: Joyce F. Corpuz
Notary Public, State of Hawaii
My commission expires: 06/04/2026

Notary Certificate on next page

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: Verified Statement of Registered Architect

Document Date: 1/6/2025

No. of Pages: 1 Jurisdiction: 1st Circuit
(in which notarial act is performed)

Signature of Notary — Date of Certificate: 1/6/2025

Joyce F. Corpuz
Printed Name of Notary

JOYCE F. CORPUZ NOTARY PUBLIC No. 93-360 STATE OF HAWAII

(Official Stamp or Seal)

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD
HONOLULU, HAWAII 98614

TMK: 2-3-021: 006

CONDOMINIUM MAP
11/14/2024

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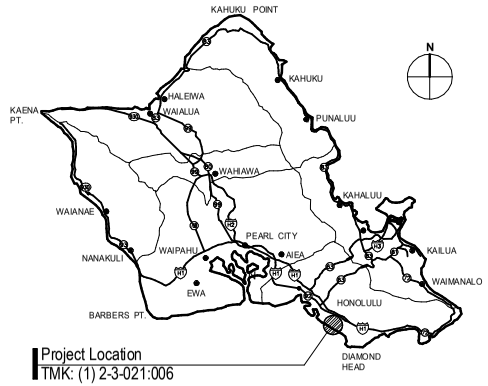
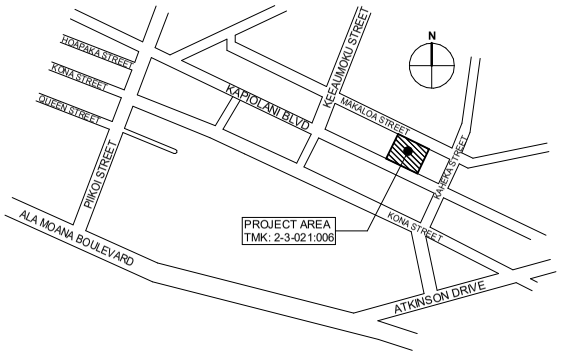
LOCATION MAP



VICINITY MAP



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CPR-302	UNIT TYPE TH1A1
CPR-303	UNIT TYPE TH1A2
CPR-304	UNIT TYPE TH1A3
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CPR-306	UNIT TYPE TH3A1
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CPR-308	UNIT TYPE L1B5
CPR-309	UNIT TYPE L1B1
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CPR-311	UNIT TYPE L1B2
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CPR-343	UNIT TYPE T0G1
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CPR-359	UNIT TYPE T3C1_L15
CPR-360	UNIT TYPE T2E4
CPR-361	COMMERCIAL UNIT 1
CPR-362	COMMERCIAL UNIT 2

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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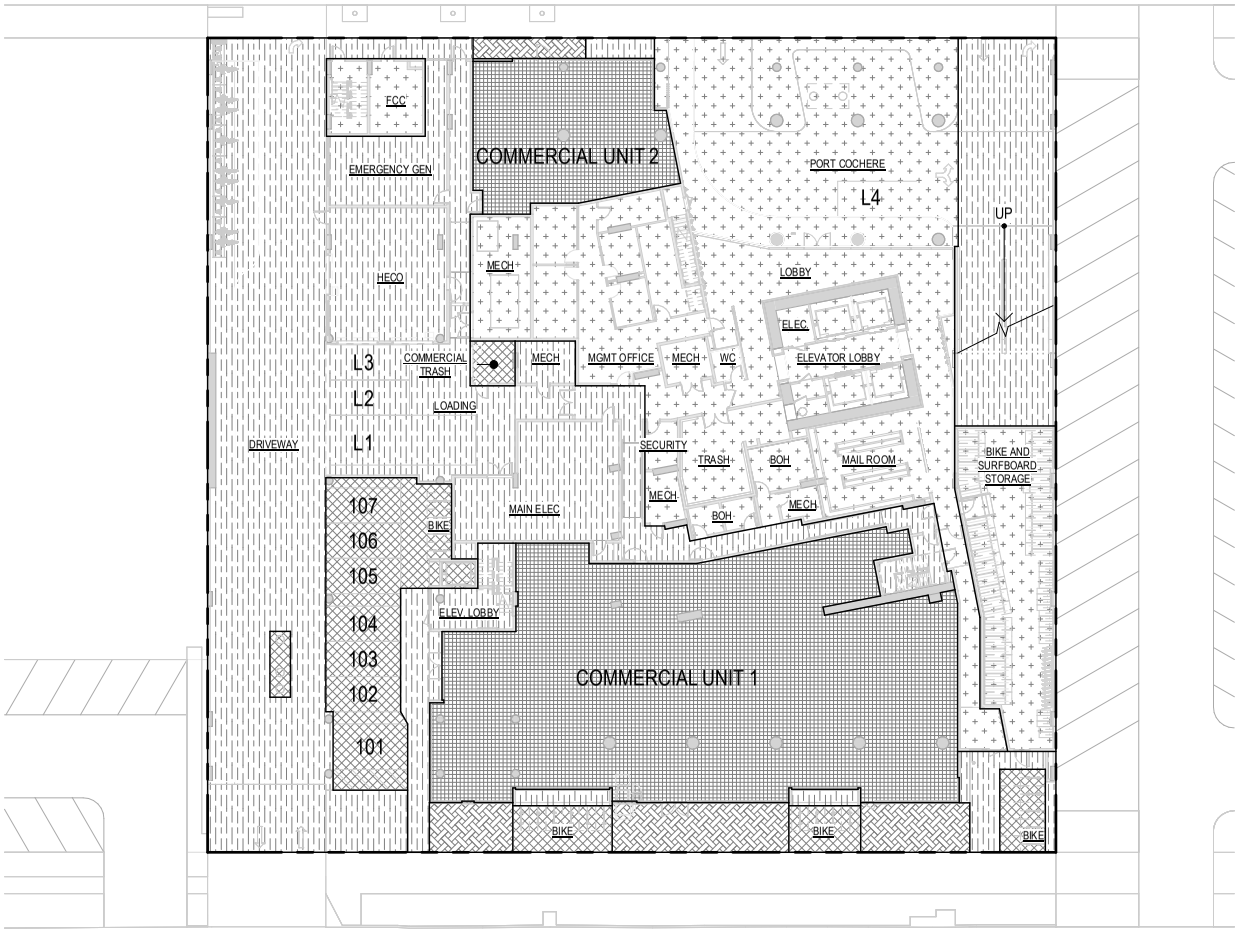
LOCATION MAP, VICINITY MAP, DRAWING INDEX

Date:
11/14/2024

Sheet Number:
CPR-100

MAKALOA STREET



KAPIOLANI BLVD.

LEGEND:

- PROPERTY LINE
- CU : COMMERCIAL UNIT
- CE: COMMON ELEMENT
- LCE - C : COMMERCIAL LIMITED COMMON ELEMENT
- LCE - CU: COMMERCIAL UNIT LIMITED COMMON ELEMENT
- LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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808.591.6616

MUSE HONOLULU

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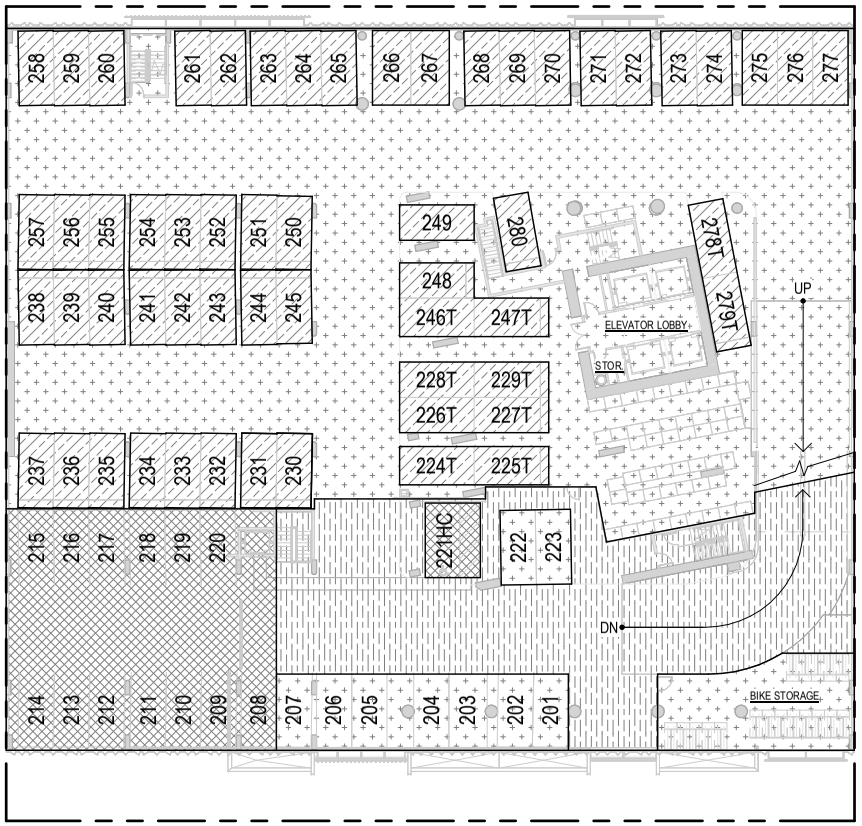
SITE PLAN / LEVEL 01 PLAN

Date:
11/14/2024

Sheet Number:
CPR-101



LEGEND:

PROPERTY LINE

CE: COMMON ELEMENT

LCE - C : COMMERCIAL LIMITED COMMON ELEMENT

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
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HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

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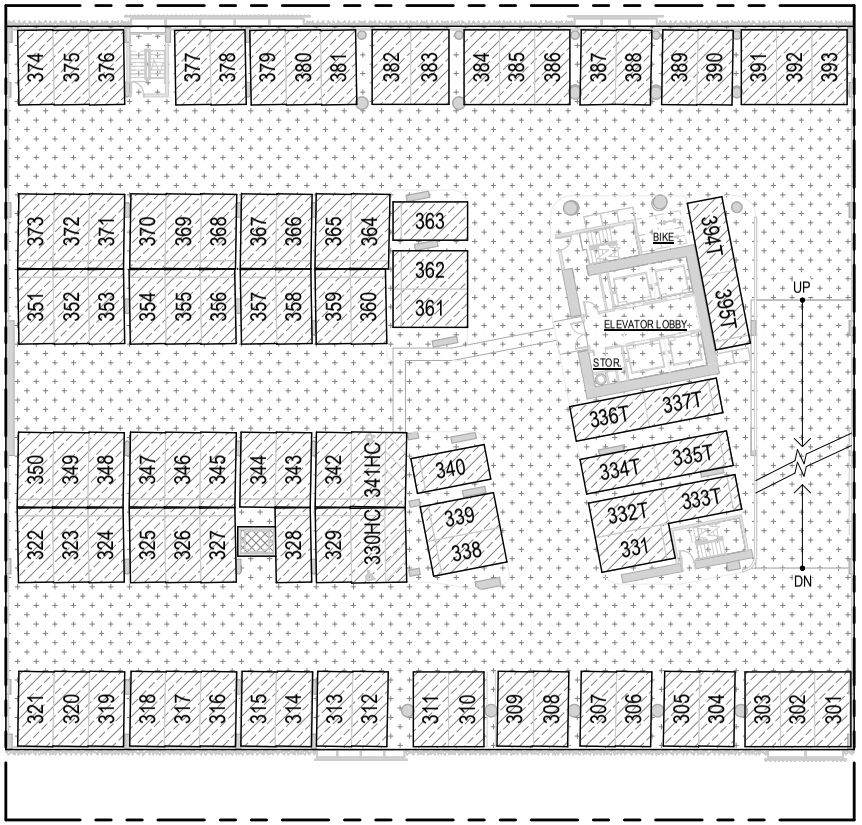
LEVEL 02 PLAN

Date:
11/14/2024

Sheet Number:

CPR-102



LEGEND:

PROPERTY LINE

LCE - C : COMMERCIAL LIMITED COMMON ELEMENT

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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MUSE HONOLULU

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LEVEL 03 PLAN

Date:
11/14/2024

Sheet Number:

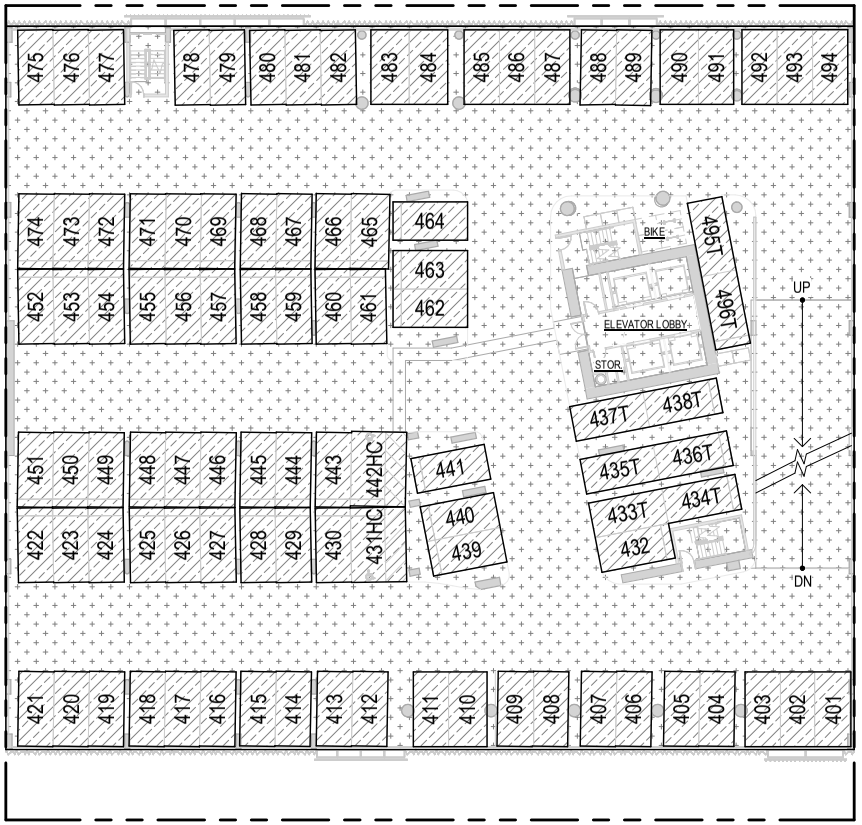
CPR-103

LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
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HONOLULU, HAWAII 96813
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LEVEL 04 PLAN

Date:
11/14/2024

Sheet Number:

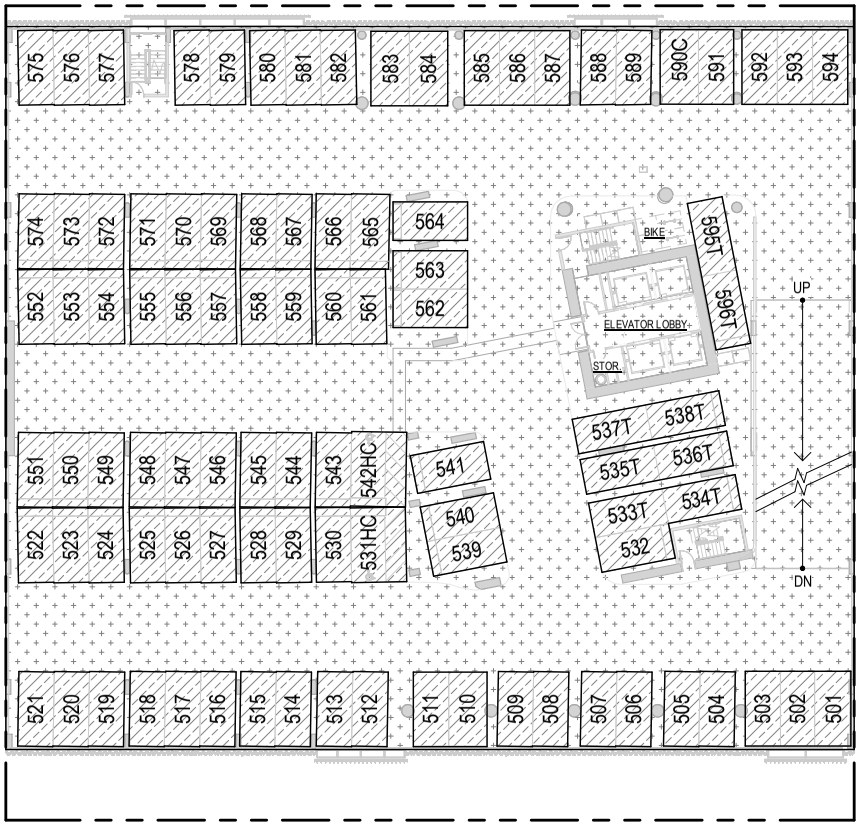
CPR-104

LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
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LEVEL 05 PLAN

Date:
11/14/2024

Sheet Number:

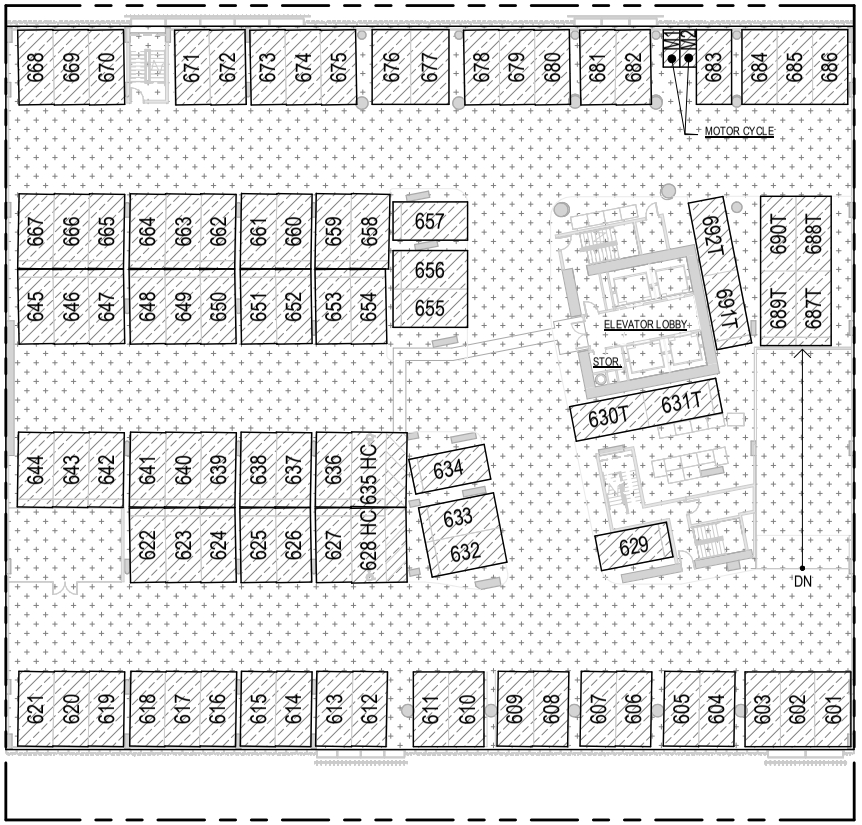
CPR-105

LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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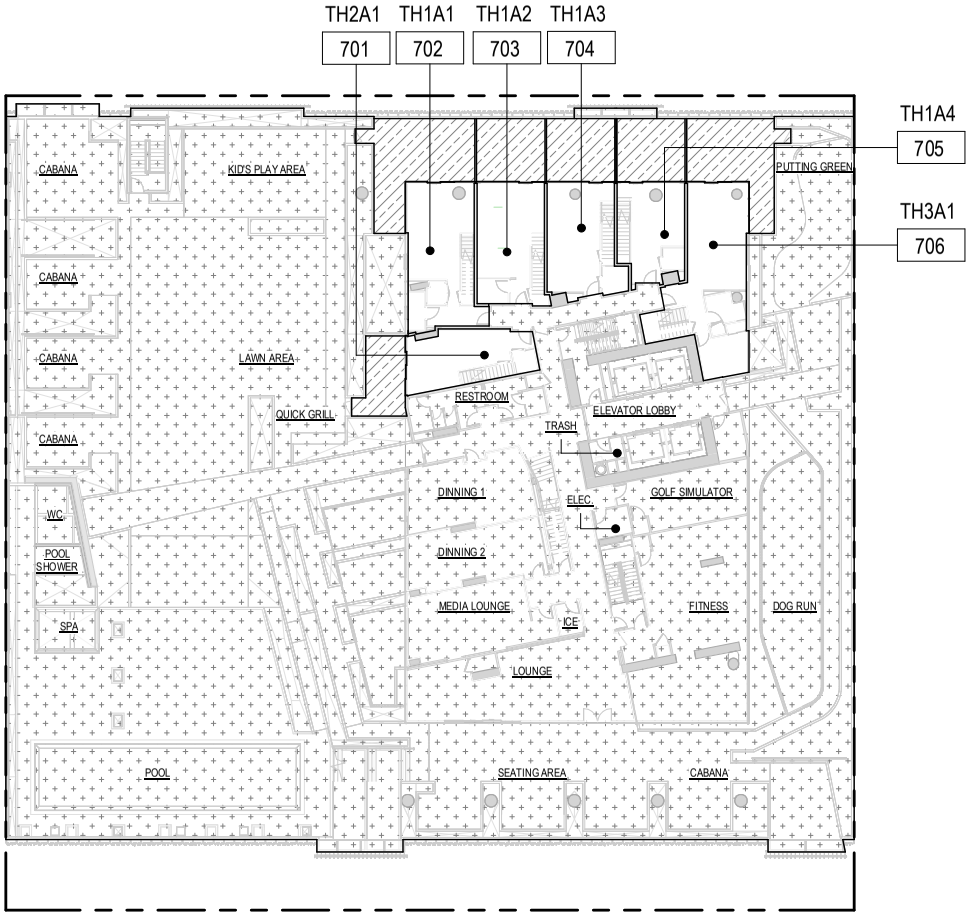
LEVEL 06 PLAN

Date:
11/14/2024

Sheet Number:

CPR-106



LEGEND:

- PROPERTY LINE
- LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT
- RU: RESIDENTIAL UNIT

0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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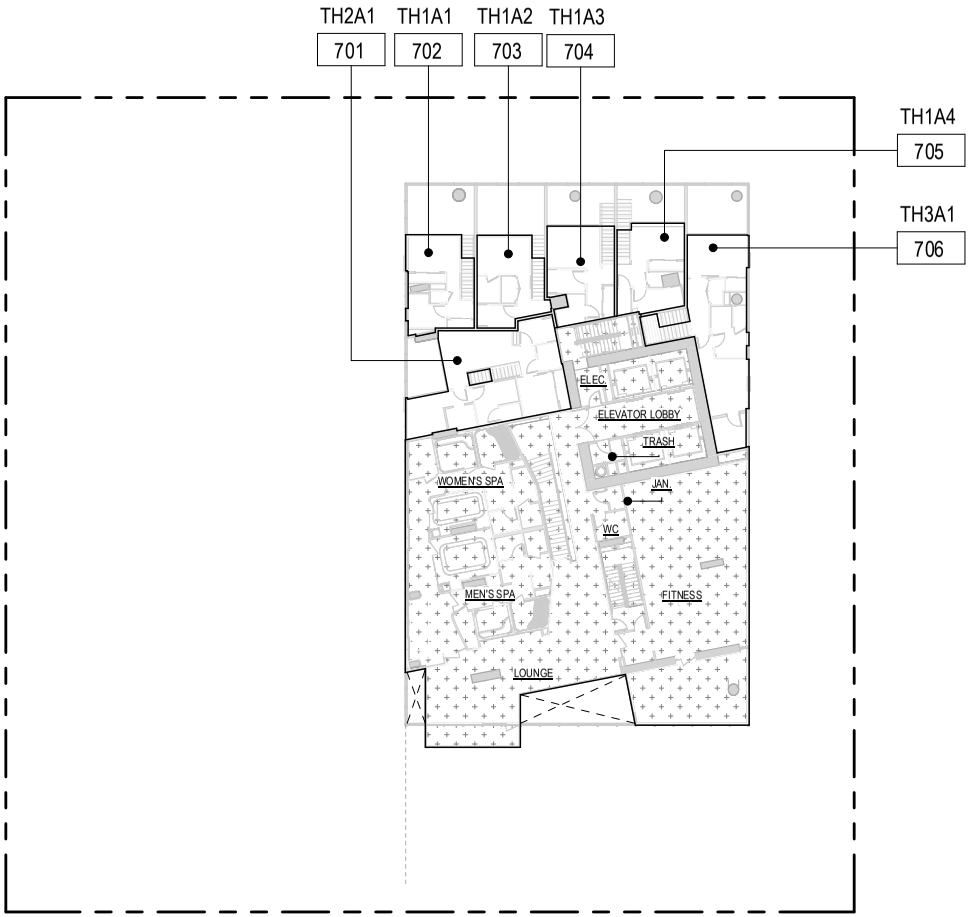
LEVEL 07 PLAN

Date:
11/14/2024

Sheet Number:
CPR-107



LEGEND:

PROPERTY LINE

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT

0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 08 PLAN

Date:
11/14/2024

Sheet Number:

CPR-108

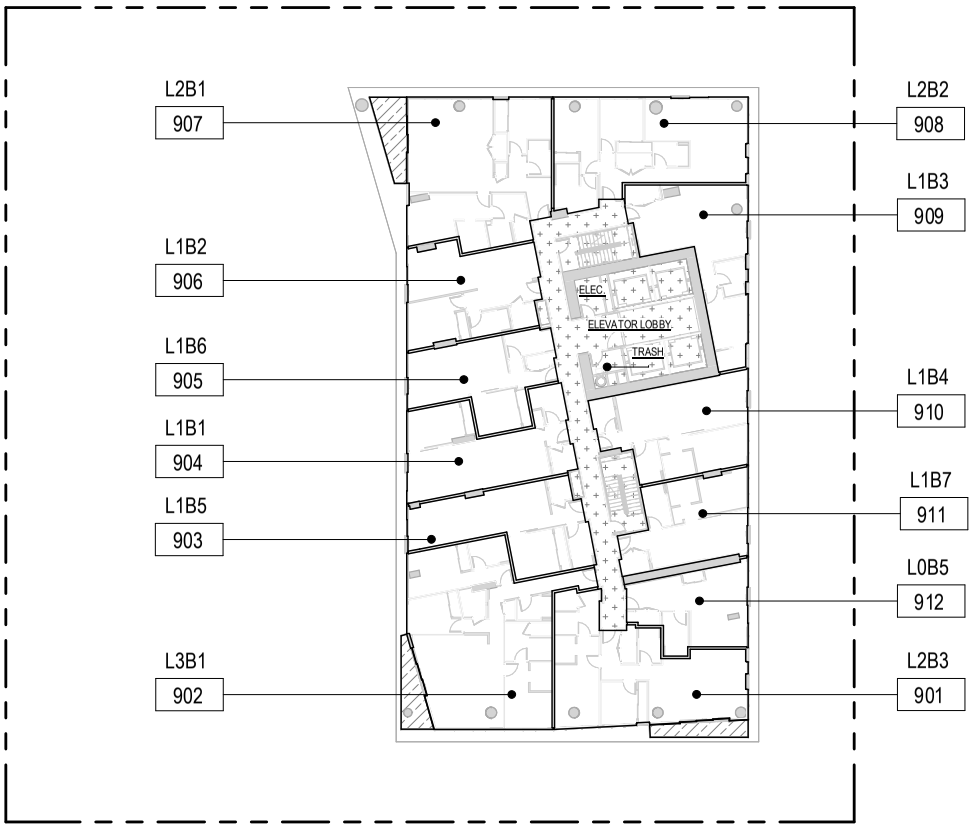
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 09 PLAN

Date:
11/14/2024

Sheet Number:
CPR-109

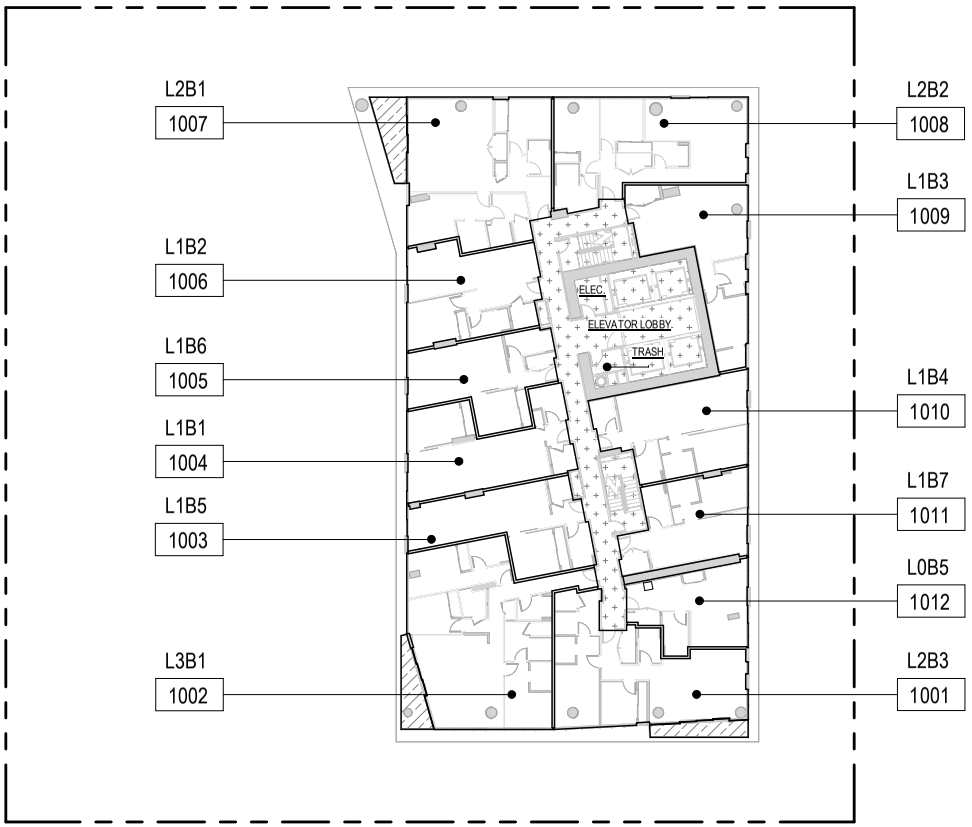
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 10 PLAN

Date:
11/14/2024

Sheet Number:

CPR-110

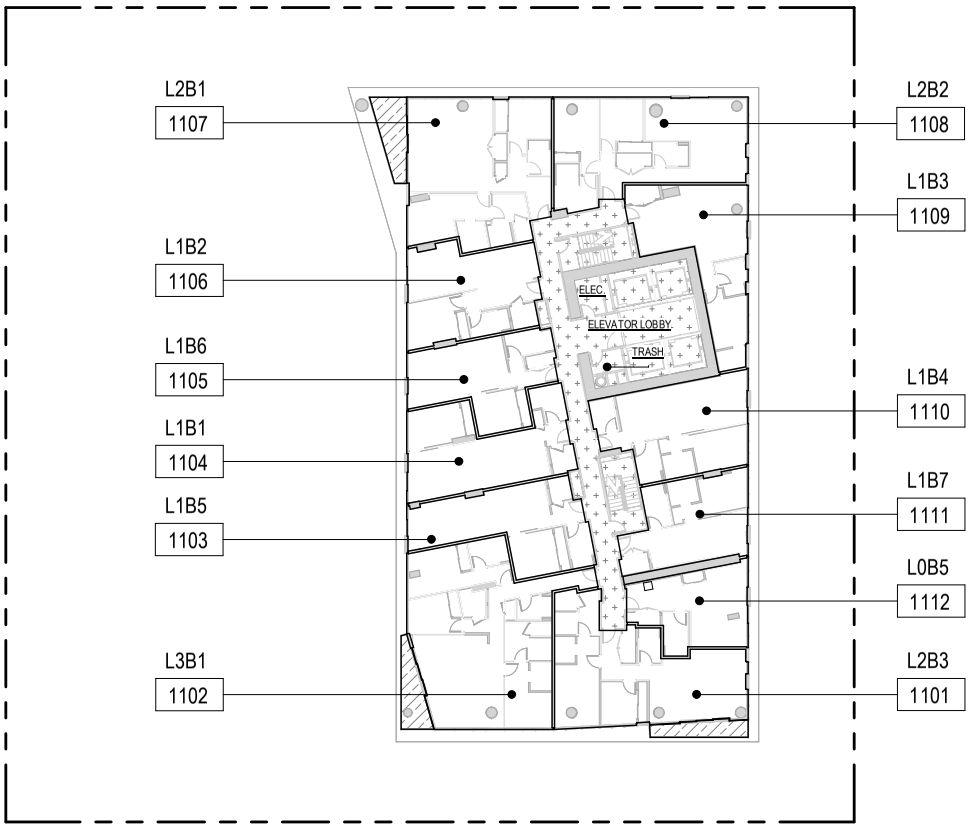
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 11 PLAN

Date:
11/14/2024

Sheet Number:
CPR-111

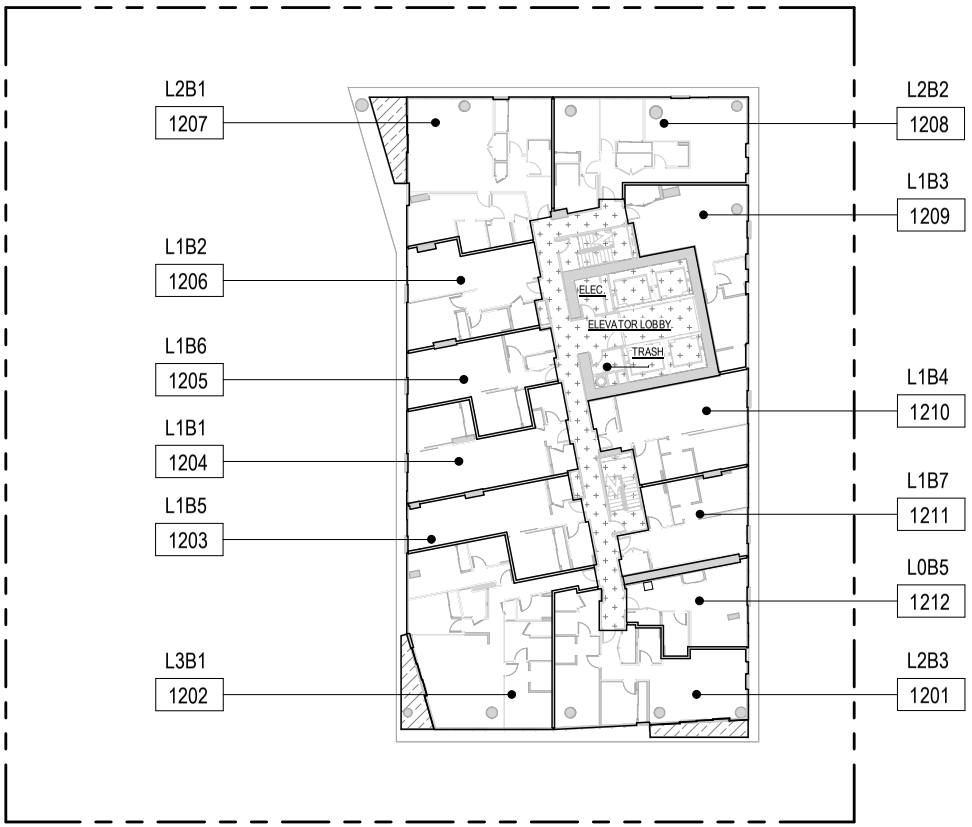
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 12 PLAN

Date:
11/14/2024

Sheet Number:

CPR-112

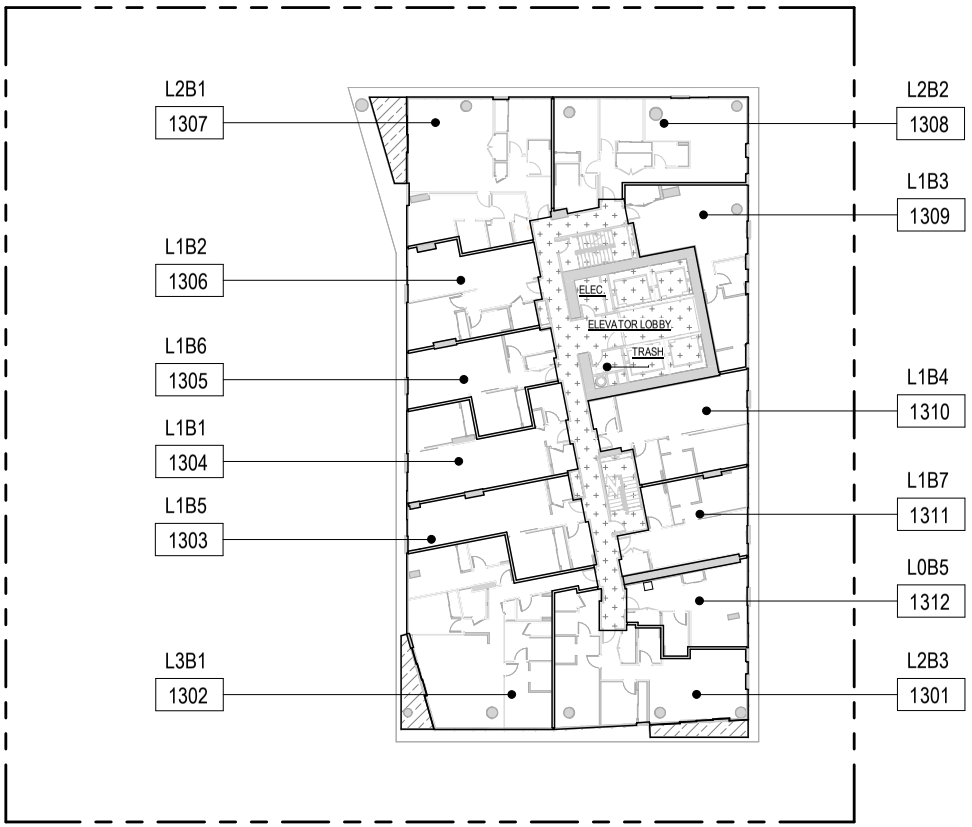
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 13 PLAN

Date:
11/14/2024

Sheet Number:
CPR-113

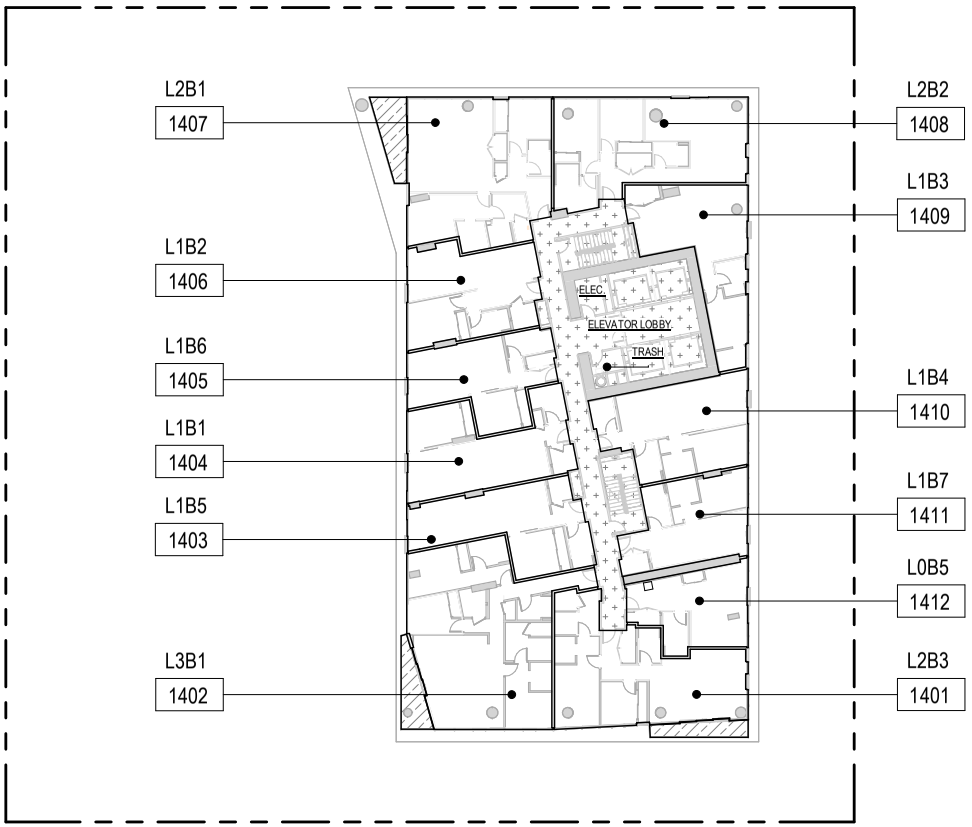
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 14 PLAN

Date:
11/14/2024

Sheet Number:

CPR-114

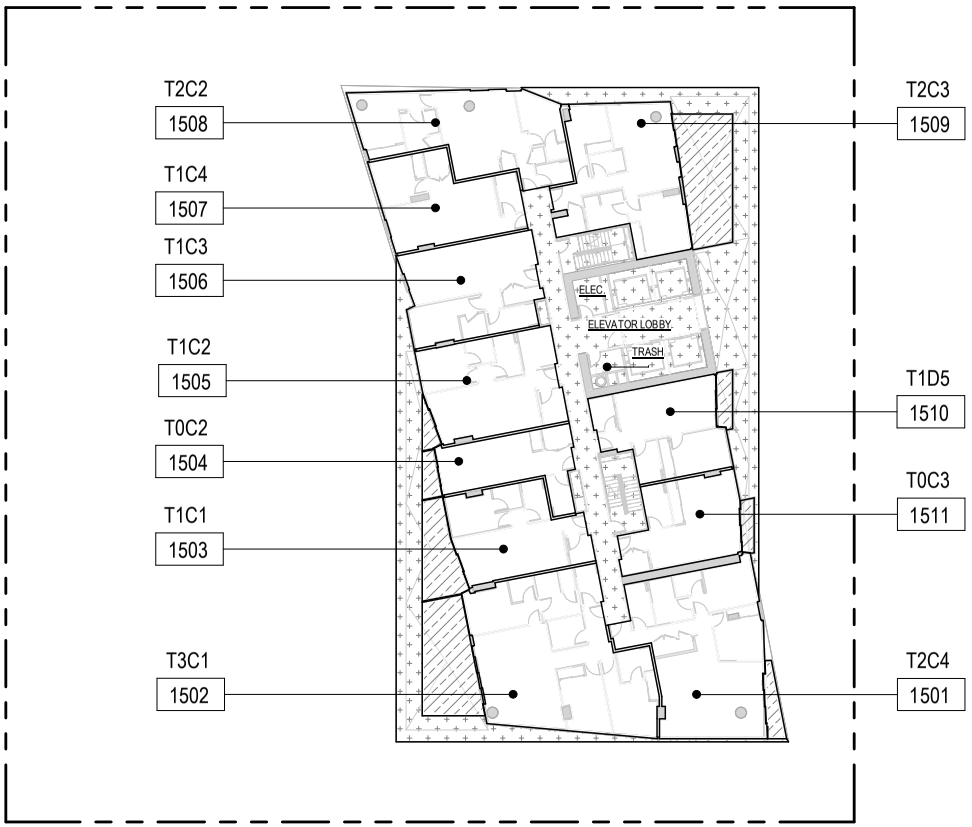
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 15 PLAN

Date:
11/14/2024

Sheet Number:

CPR-115

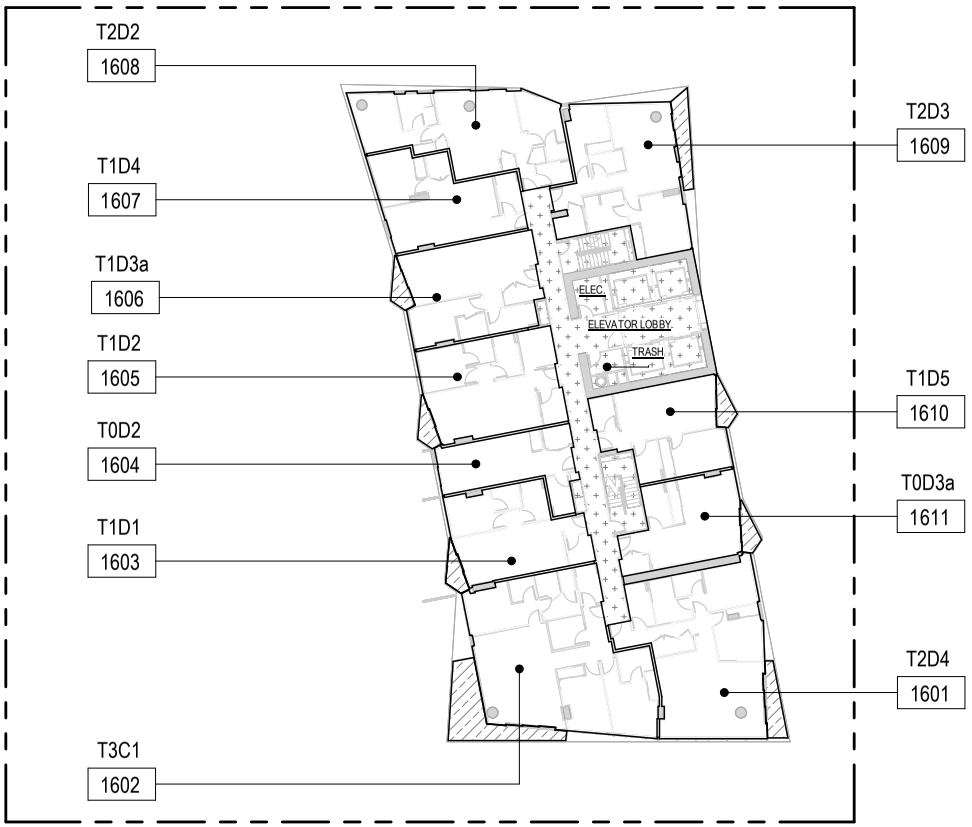
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 16 PLAN

Date:
11/14/2024

Sheet Number:

CPR-116

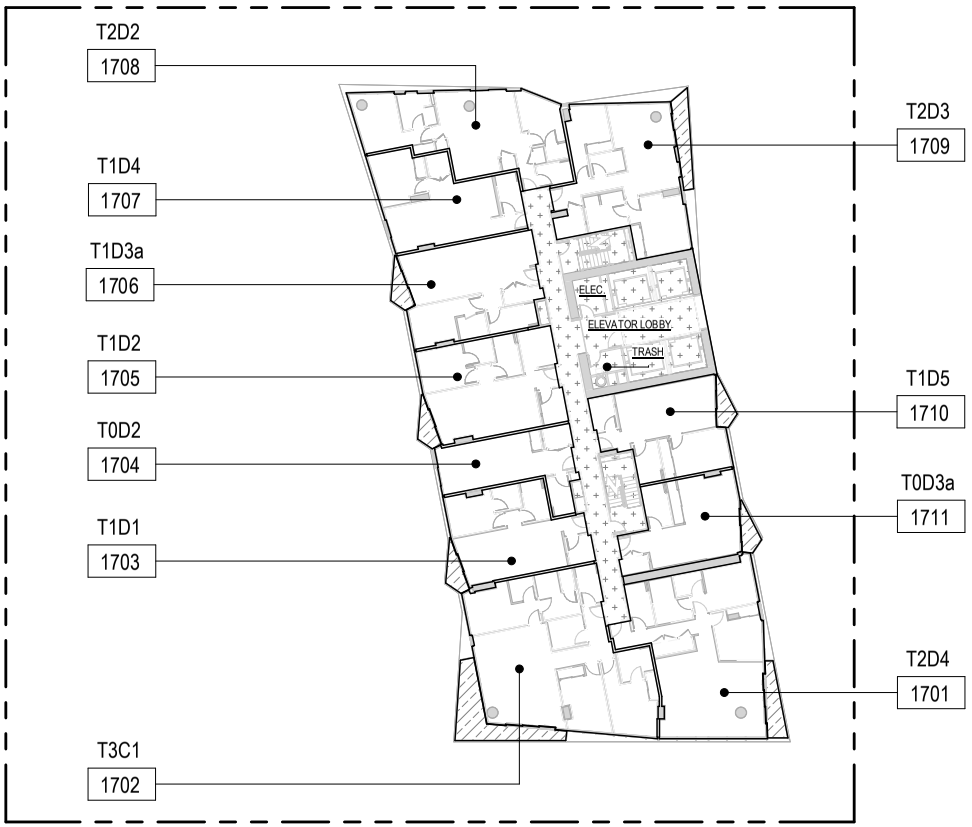
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 17 PLAN

Date:
11/14/2024

Sheet Number:

CPR-117

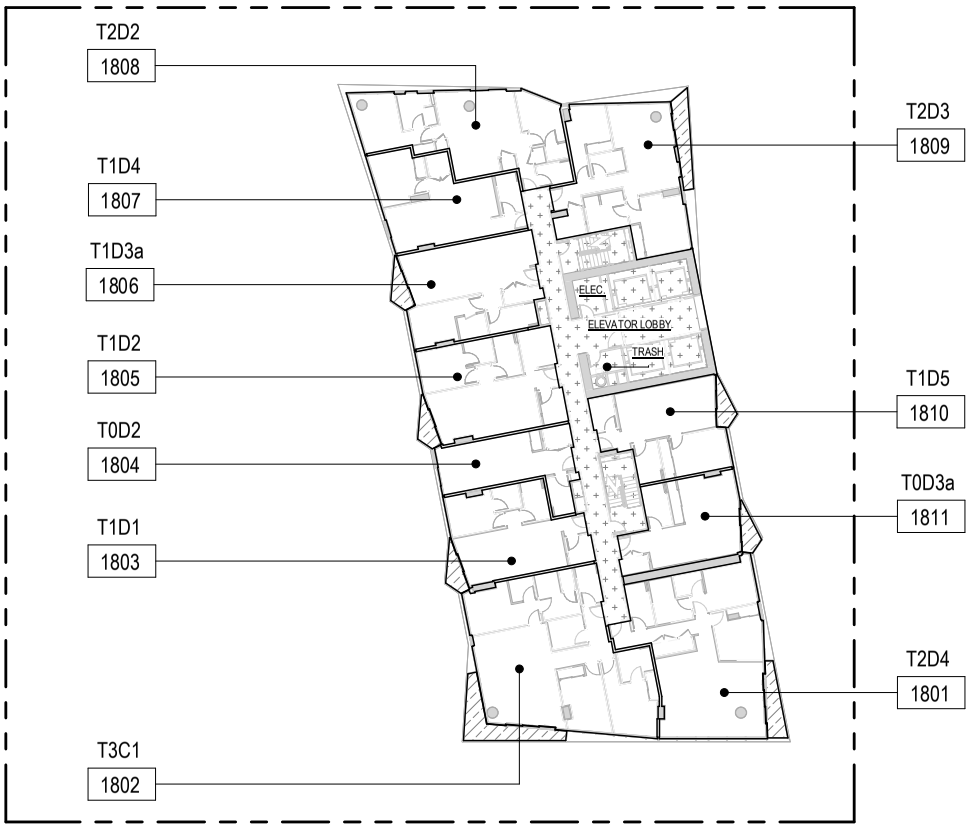
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

DISCLAIMER:
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LEVEL 18 PLAN

Date:
11/14/2024

Sheet Number:

CPR-118

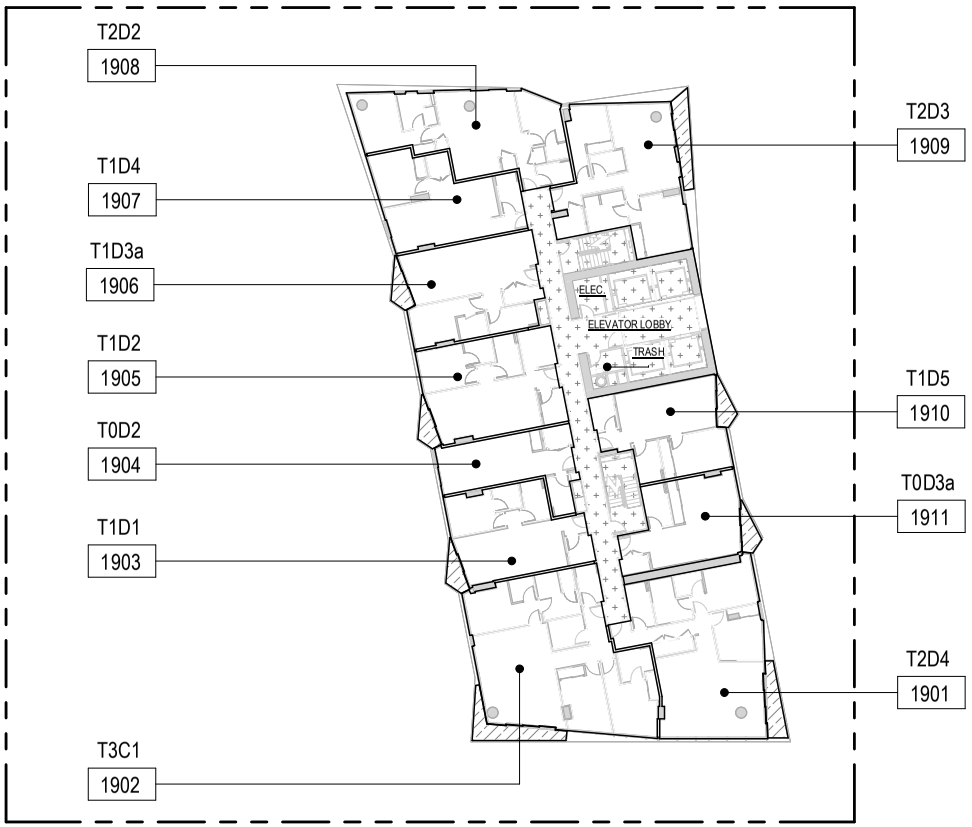
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 19 PLAN

Date:
11/14/2024

Sheet Number:

CPR-119

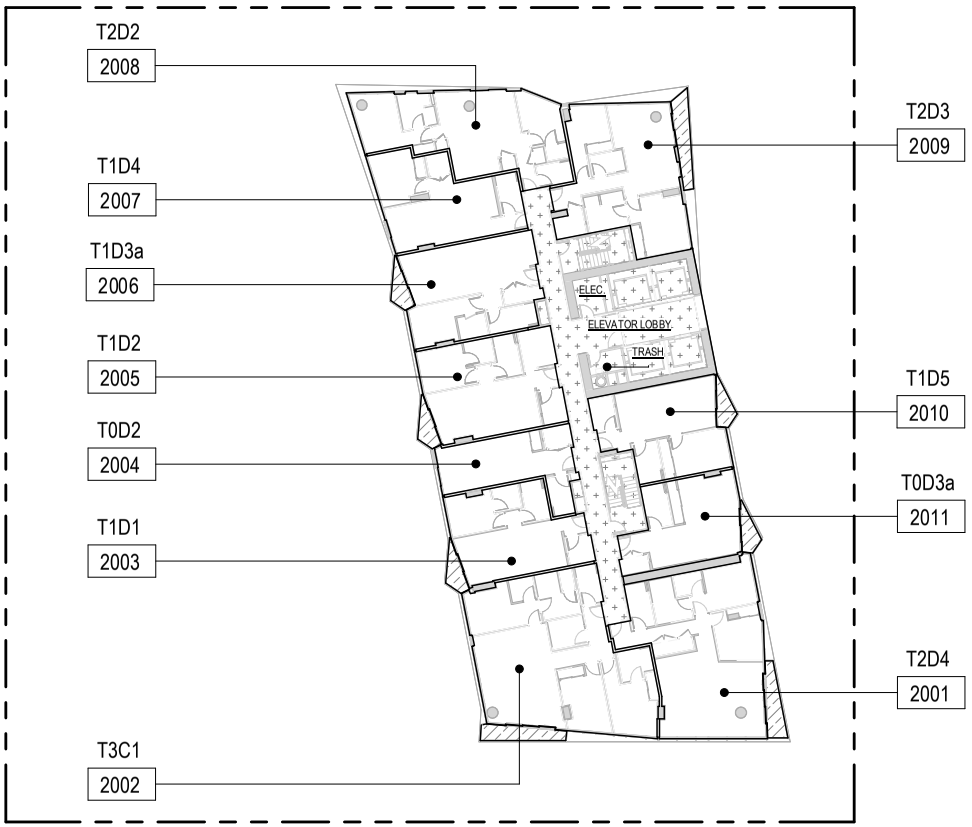
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 20 PLAN

Date:
11/14/2024

Sheet Number:

CPR-120

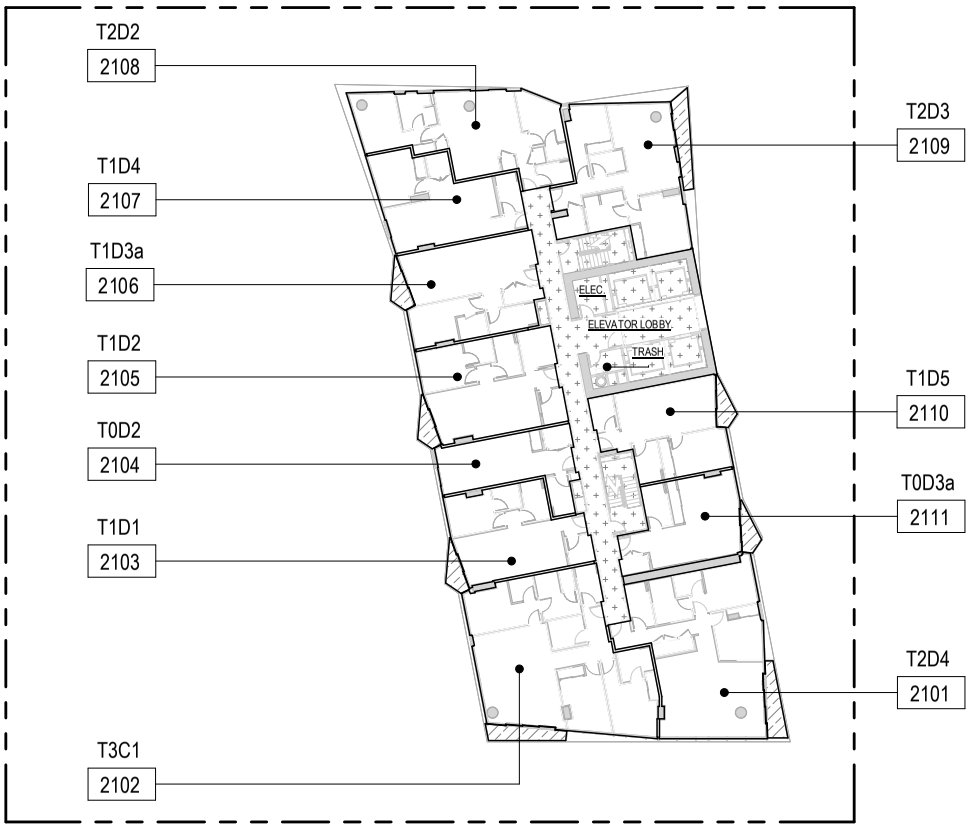
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 21 PLAN

Date:
11/14/2024

Sheet Number:

CPR-121

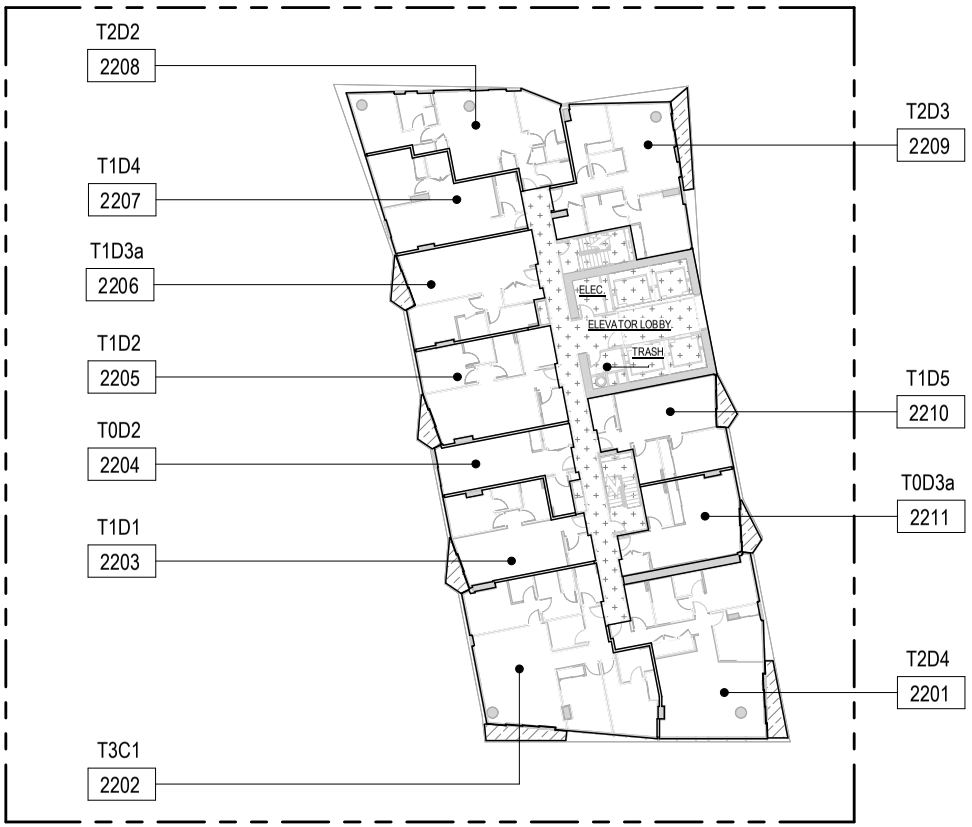
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 22 PLAN

Date:
11/14/2024

Sheet Number:

CPR-122

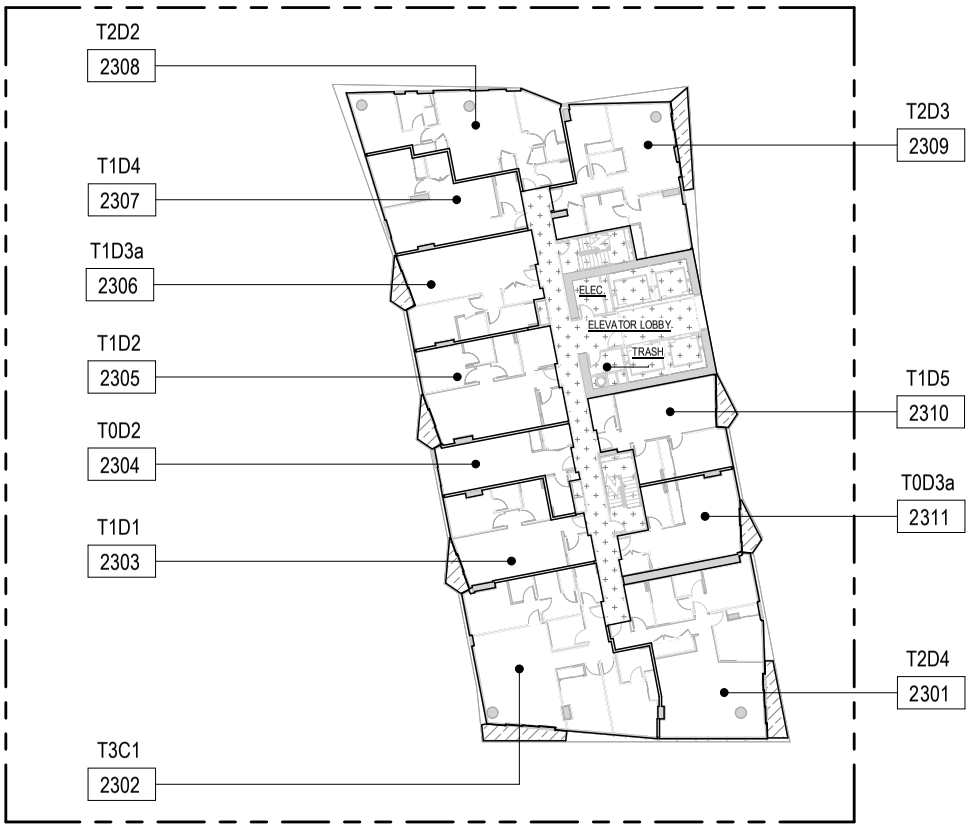
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 23 PLAN

Date:
11/14/2024

Sheet Number:

CPR-123

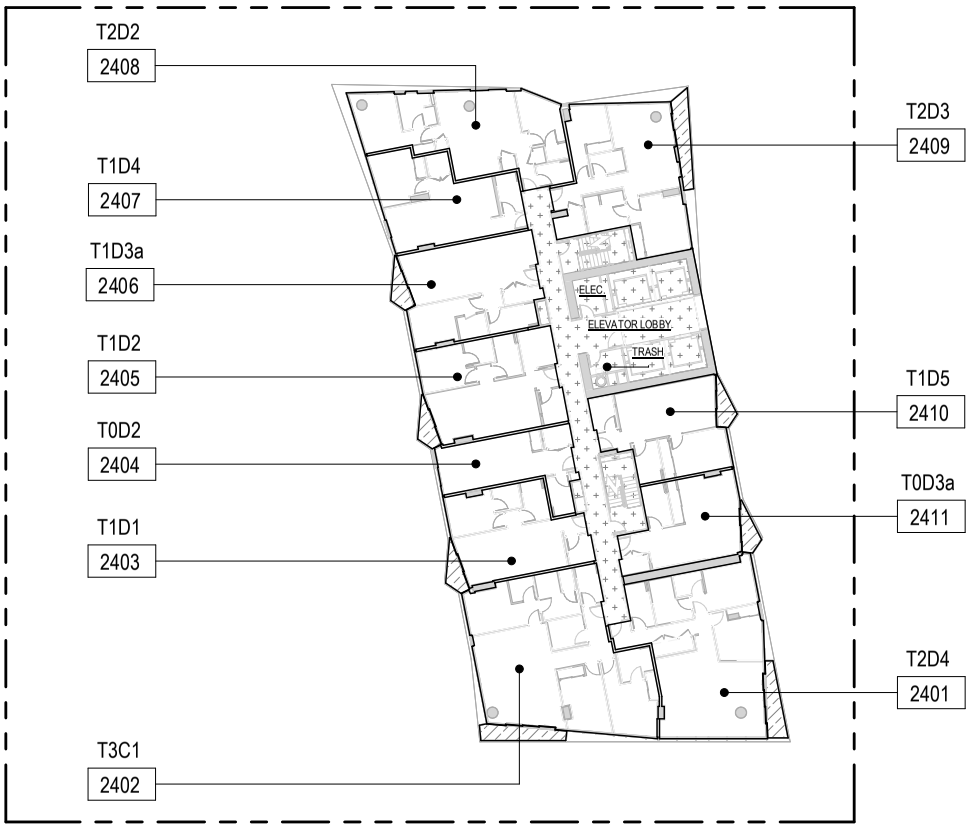
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

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LEVEL 24 PLAN

Date:
11/14/2024

Sheet Number:

CPR-124

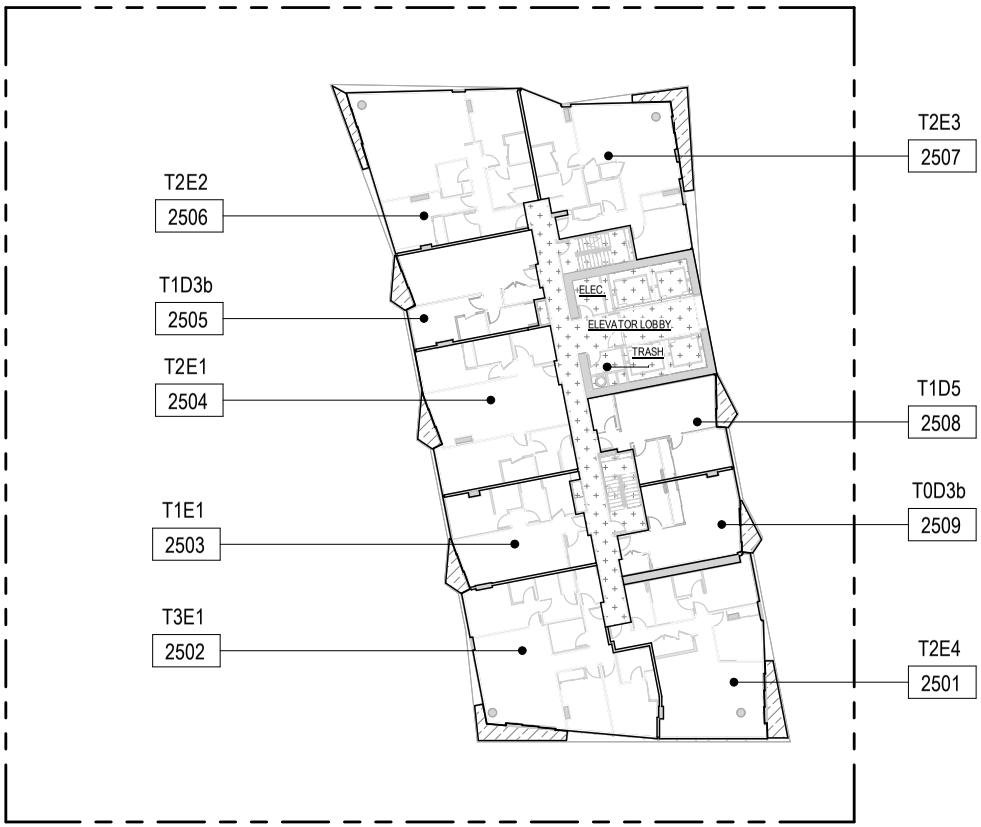
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 25 PLAN

Date:
11/14/2024

Sheet Number:

CPR-125

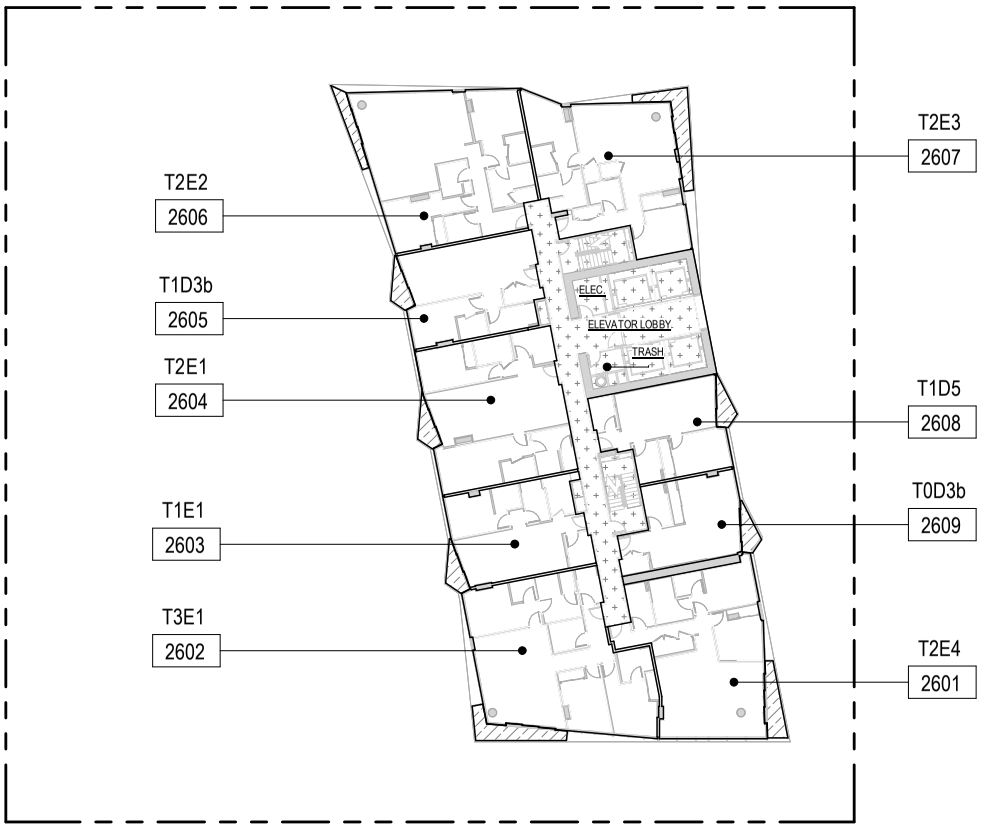
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 26 PLAN

Date:
11/14/2024

Sheet Number:

CPR-126

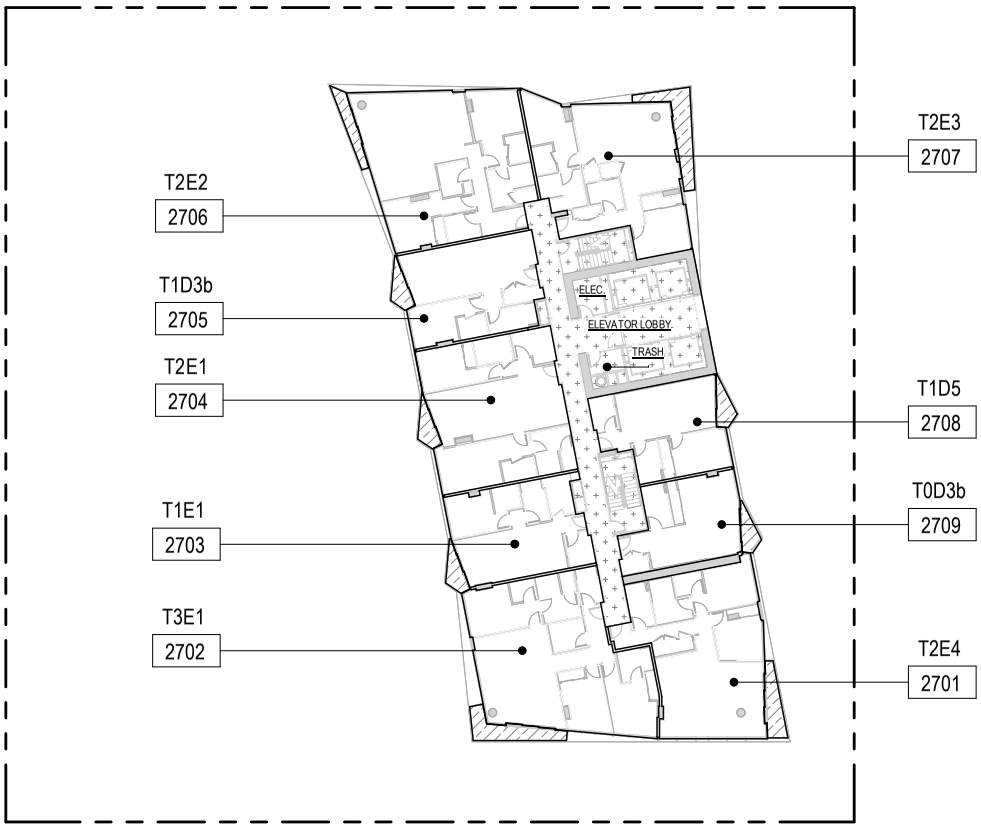
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 27 PLAN

Date:
11/14/2024

Sheet Number:

CPR-127

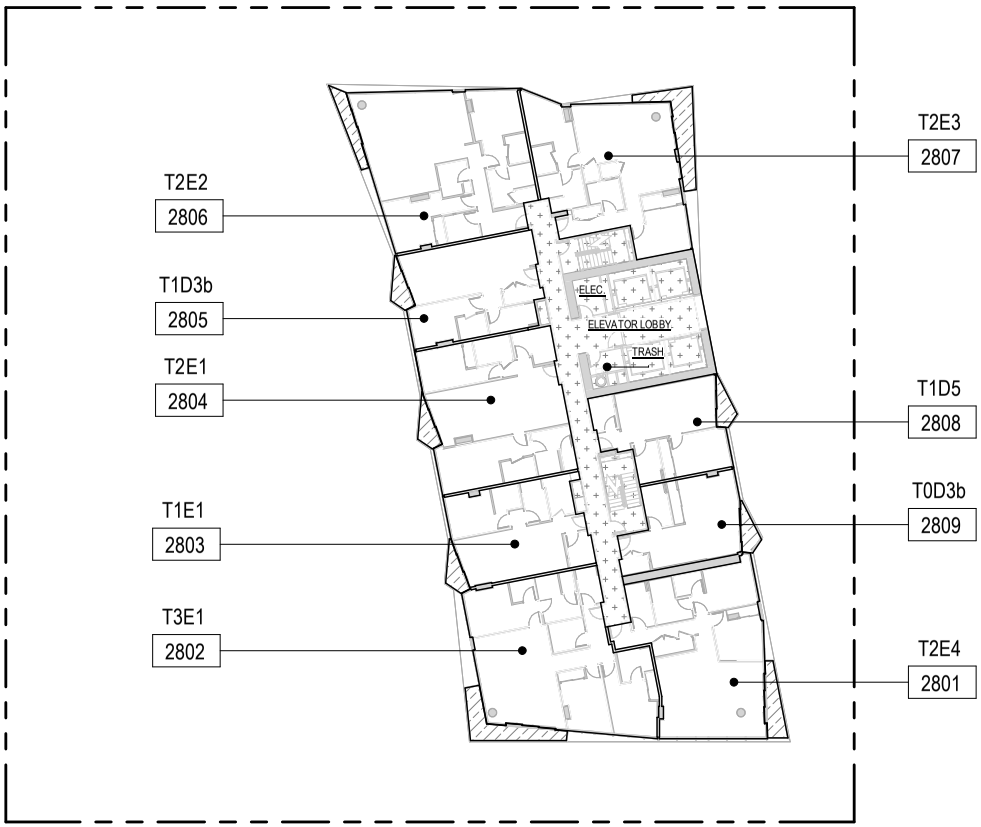
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 28 PLAN

Date:
11/14/2024

Sheet Number:

CPR-128

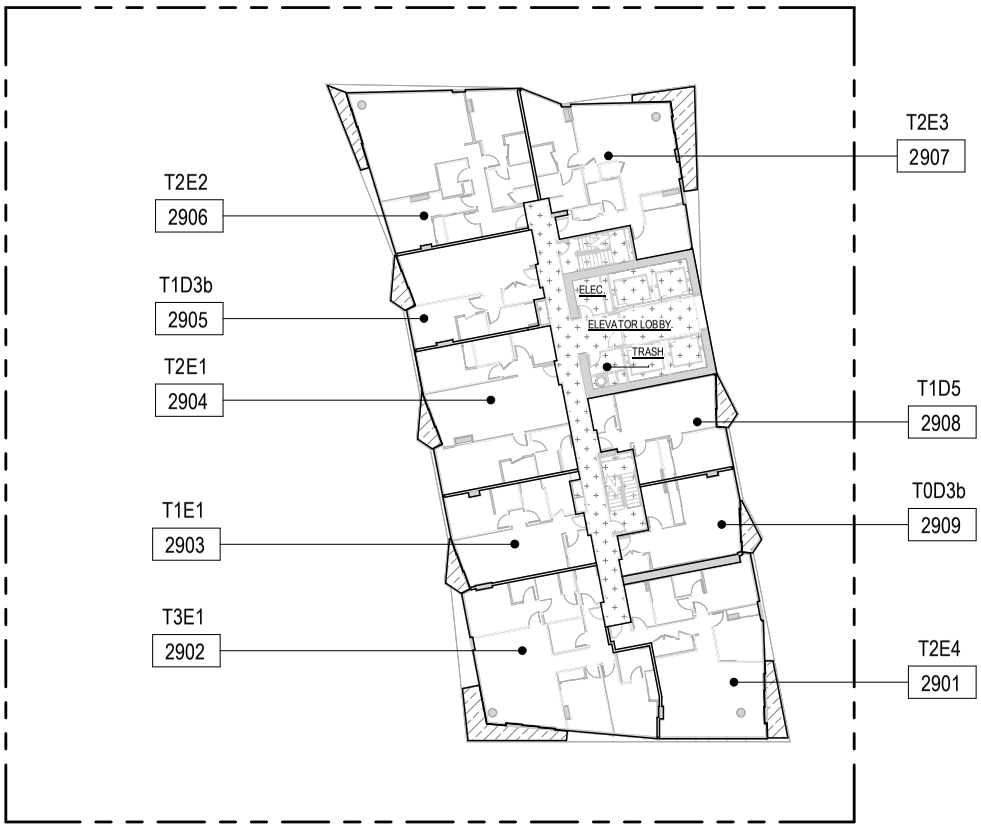
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 29 PLAN

Date:
11/14/2024

Sheet Number:

CPR-129

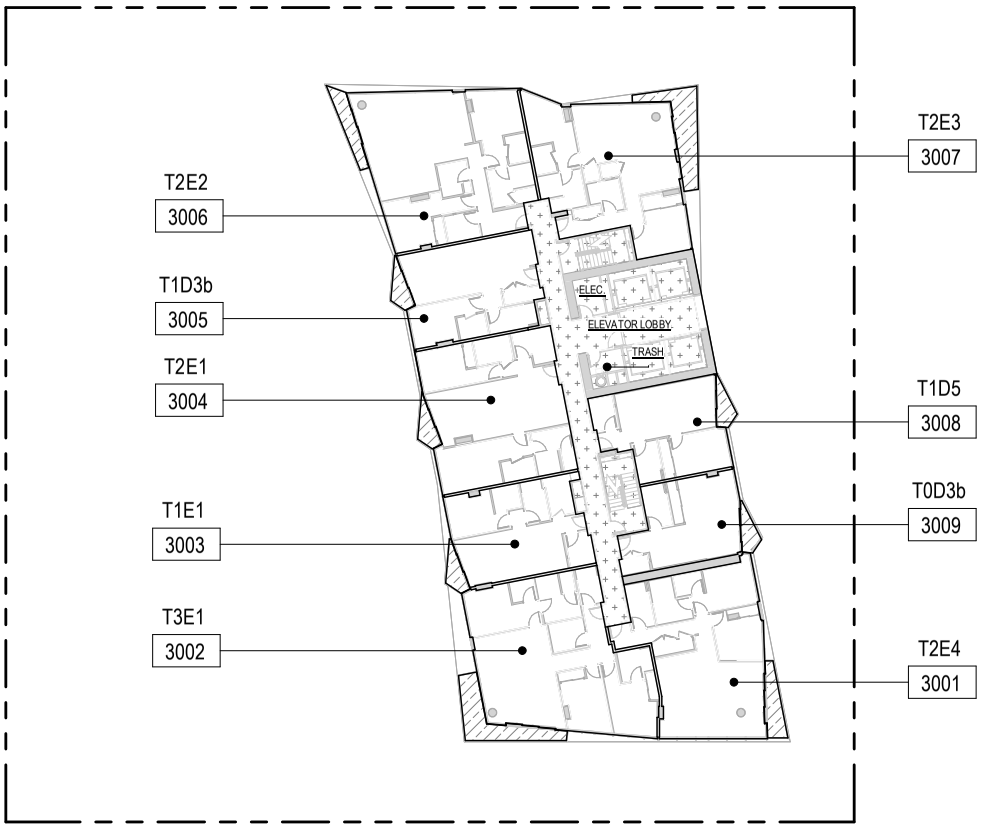
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 30 PLAN

Date:
11/14/2024

Sheet Number:

CPR-130

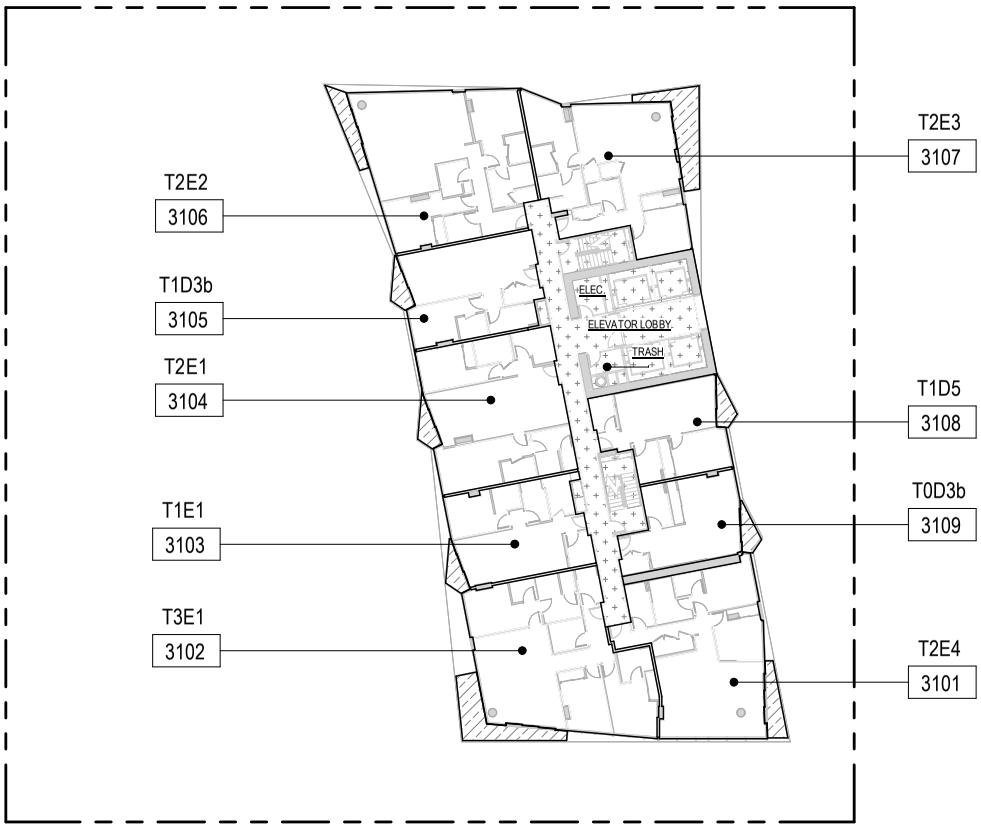
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 31 PLAN

Date:
11/14/2024

Sheet Number:

CPR-131

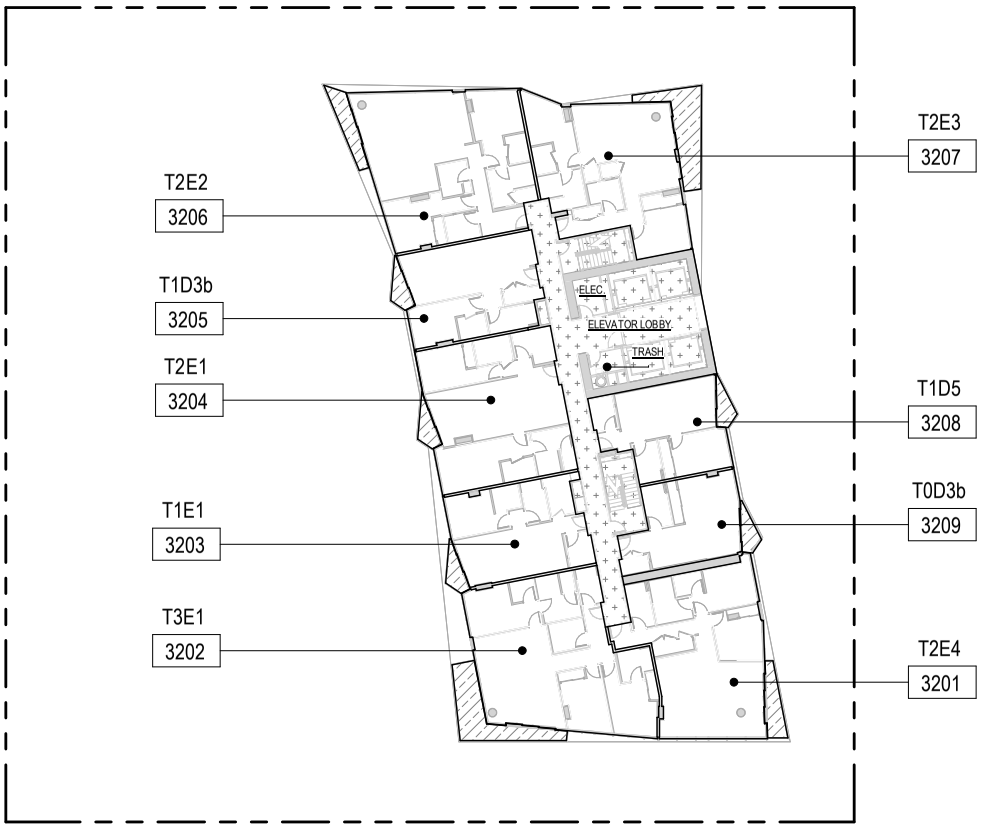
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 32 PLAN

Date:
11/14/2024

Sheet Number:

CPR-132

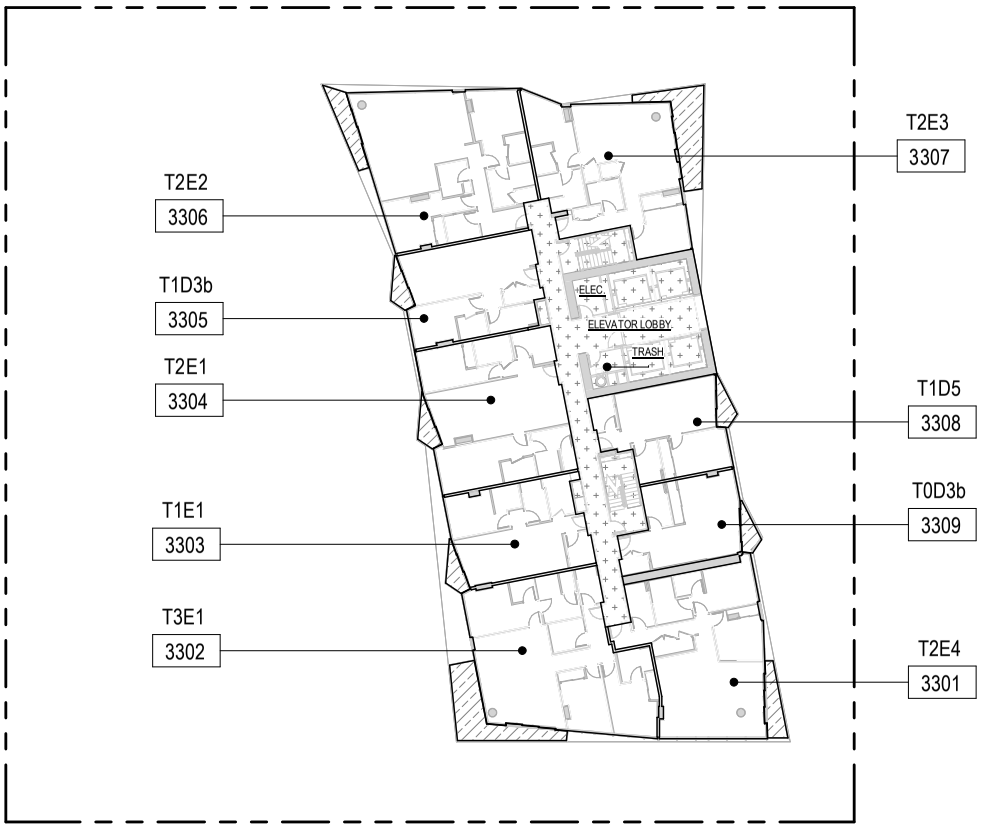
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 33 PLAN

Date:
11/14/2024

Sheet Number:

CPR-133

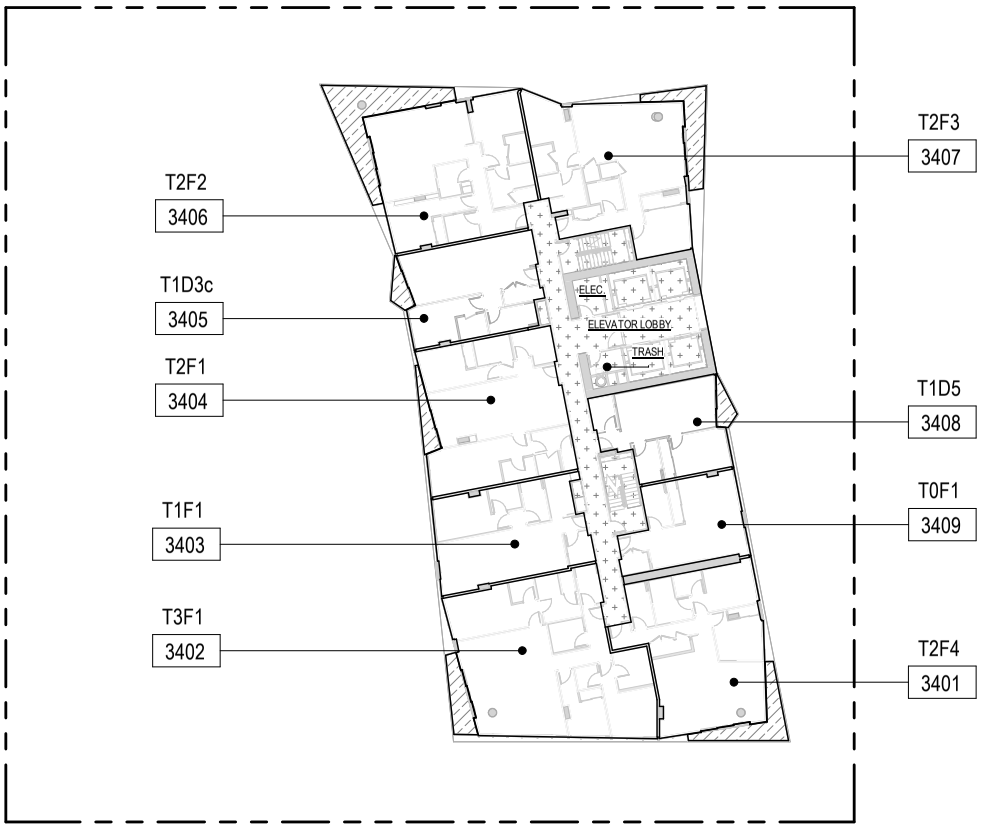
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 34 PLAN

Date:
11/14/2024

Sheet Number:

CPR-134

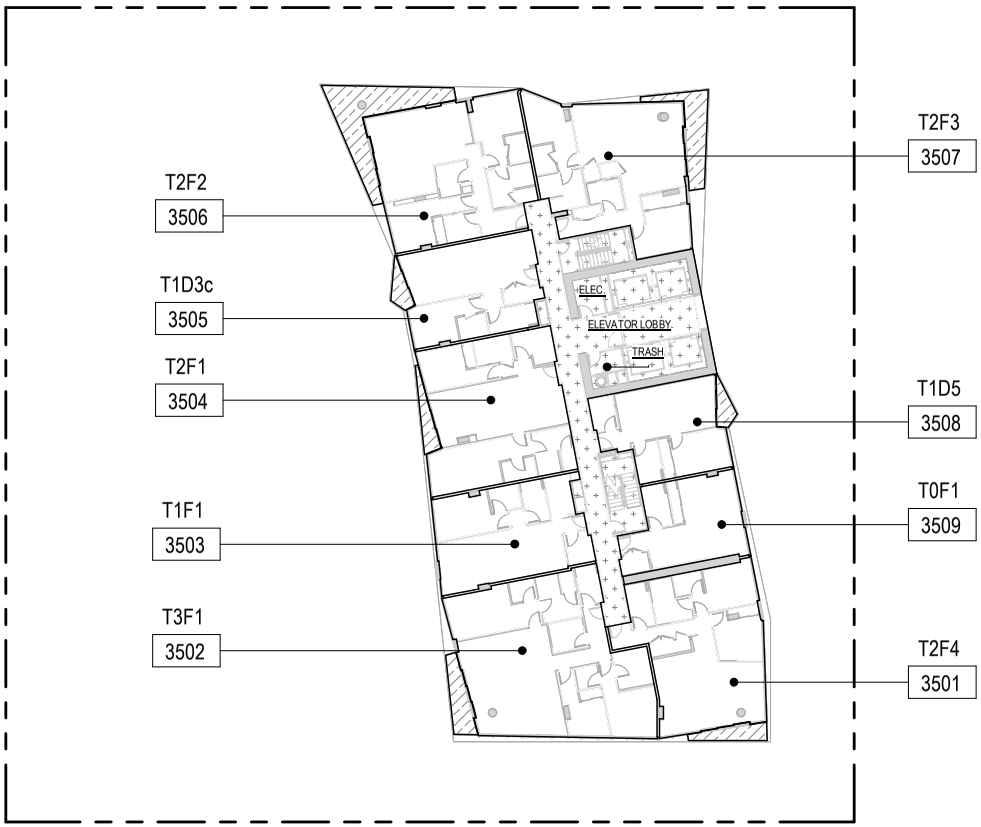
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 35 PLAN

Date:
11/14/2024

Sheet Number:

CPR-135

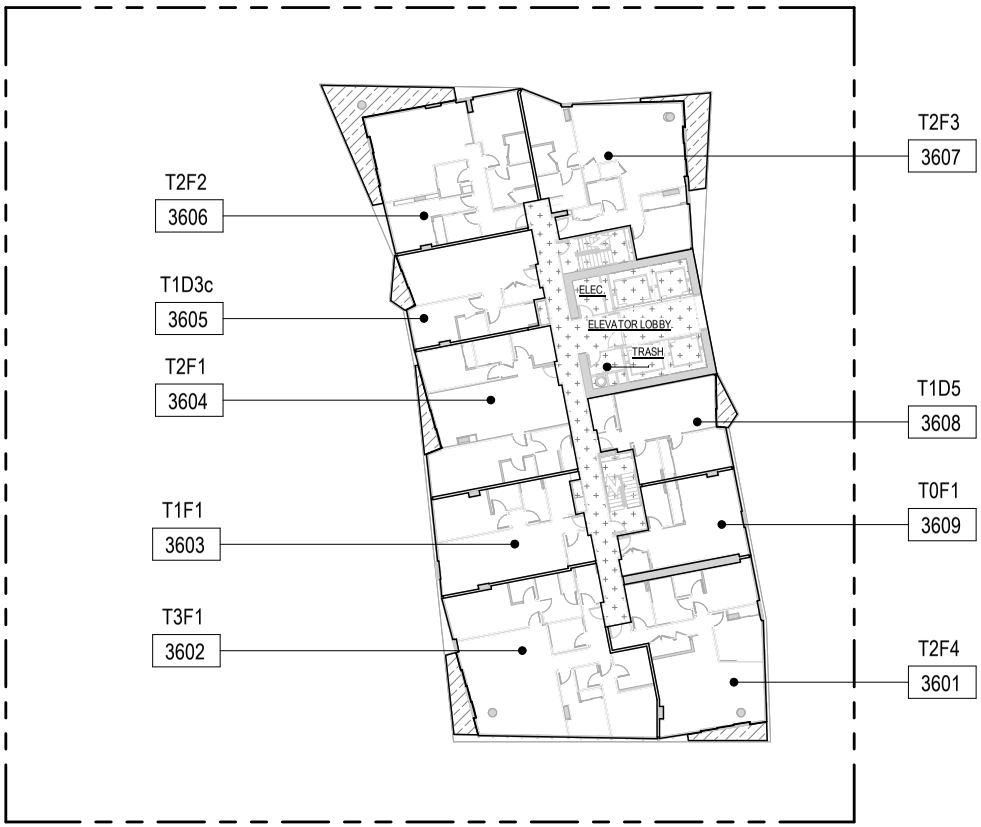
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 36 PLAN

Date:
11/14/2024

Sheet Number:

CPR-136

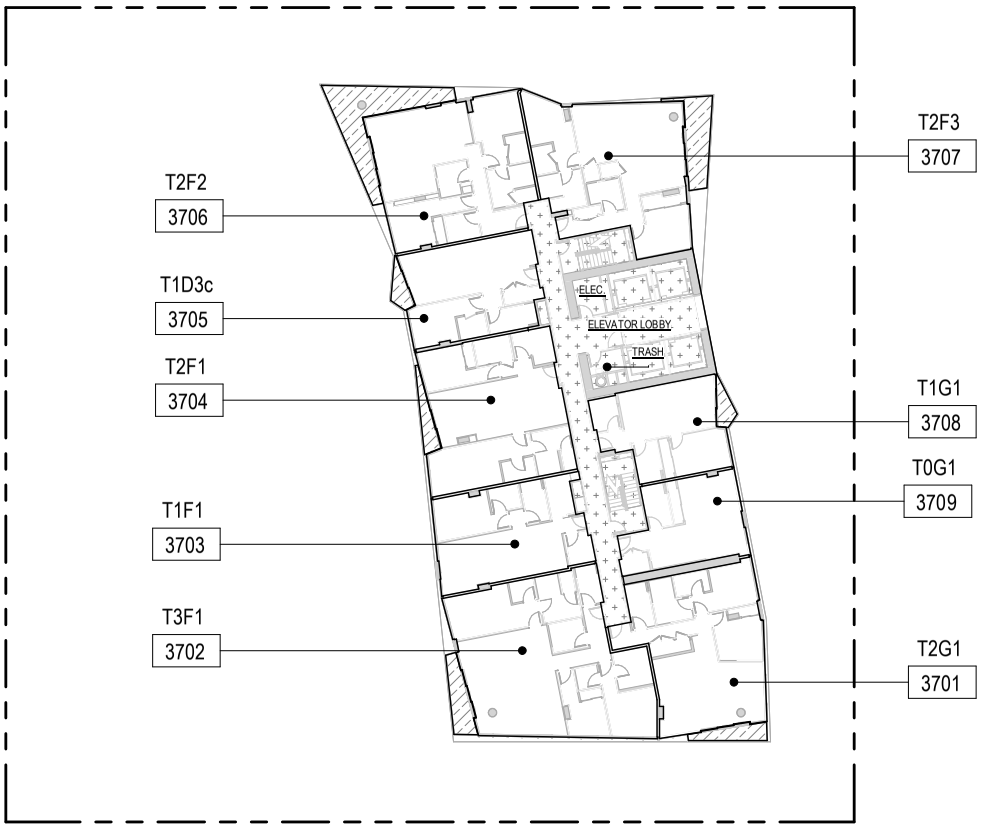
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 37 PLAN

Date:
11/14/2024

Sheet Number:

CPR-137

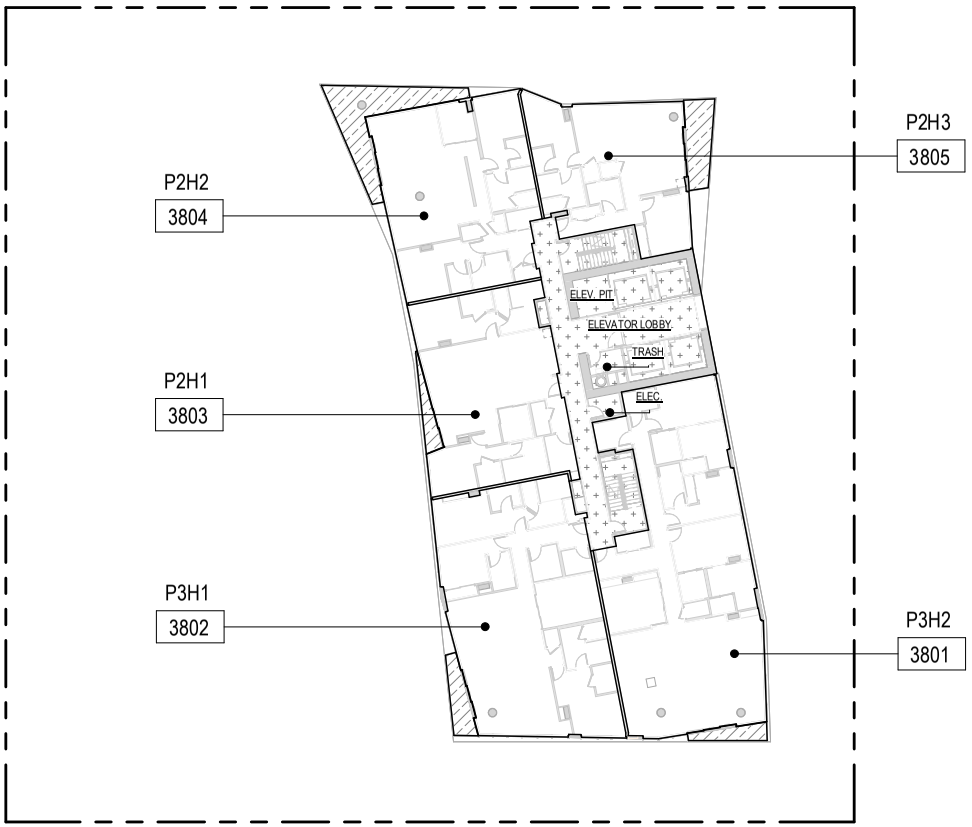
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 38 PLAN

Date:
11/14/2024

Sheet Number:

CPR-138

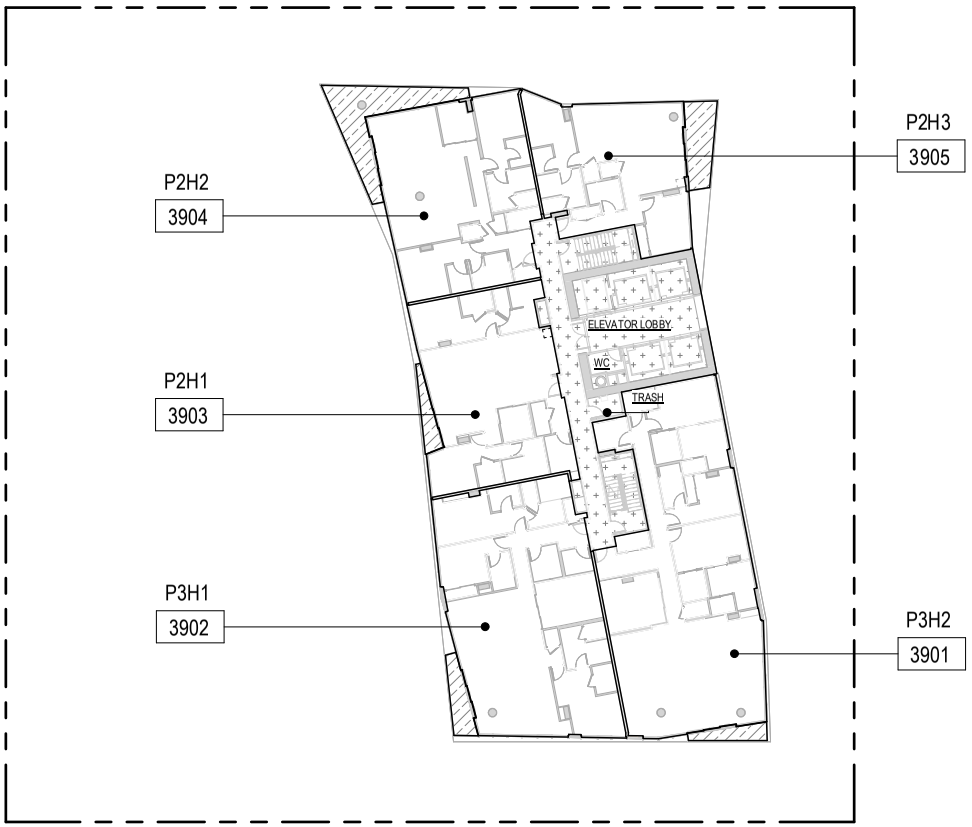
LEGEND:

PROPERTY LINE

LCE - RU : RESIDENTIAL UNIT LIMITED COMMON ELEMENT

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT

RU: RESIDENTIAL UNIT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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LEVEL 39 PLAN

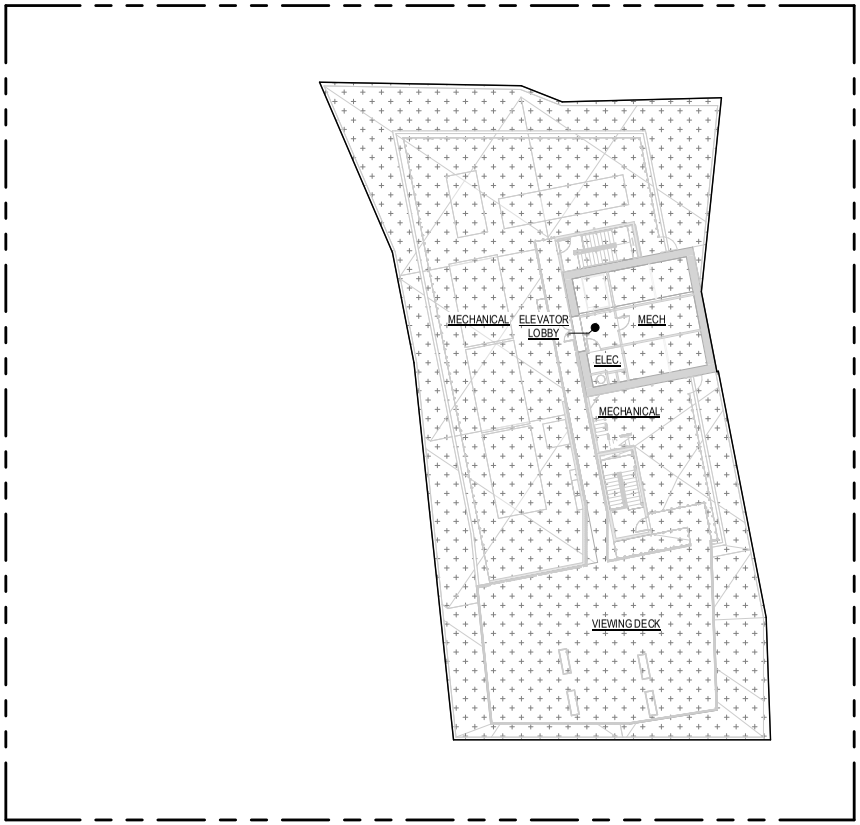
Date:
11/14/2024

Sheet Number:
CPR-139

LEGEND:

PROPERTY LINE

LCE - R : RESIDENTIAL LIMITED COMMON ELEMENT



0' 15'-0" 30'-0" 60'-0"

SCALE: 1"= 30'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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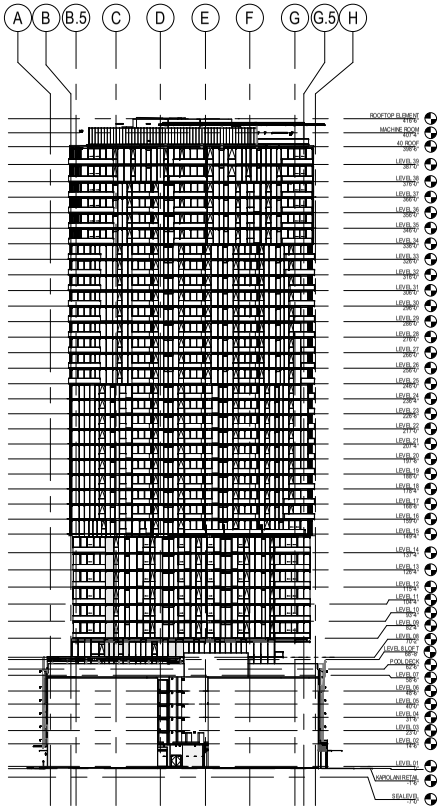
ROOF PLAN

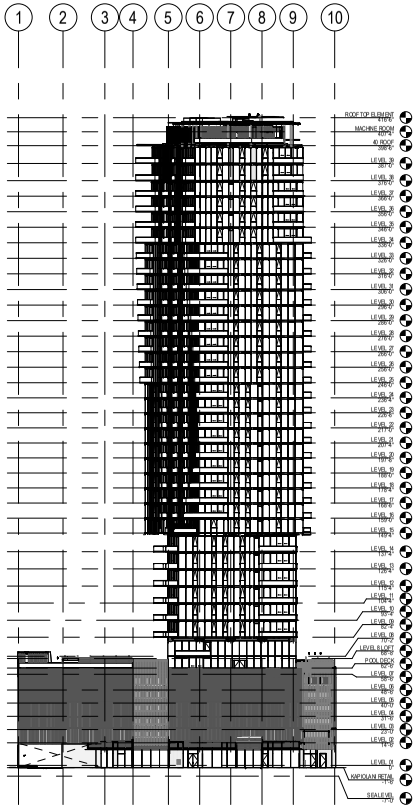
Date:
11/14/2024

Sheet Number:

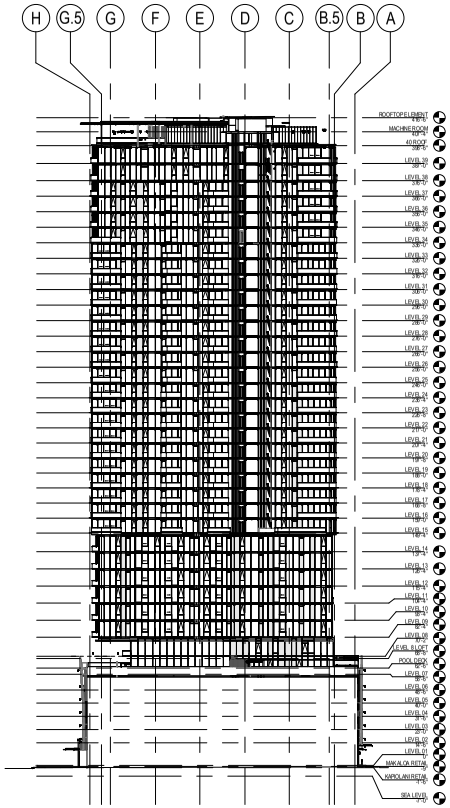
CPR-140



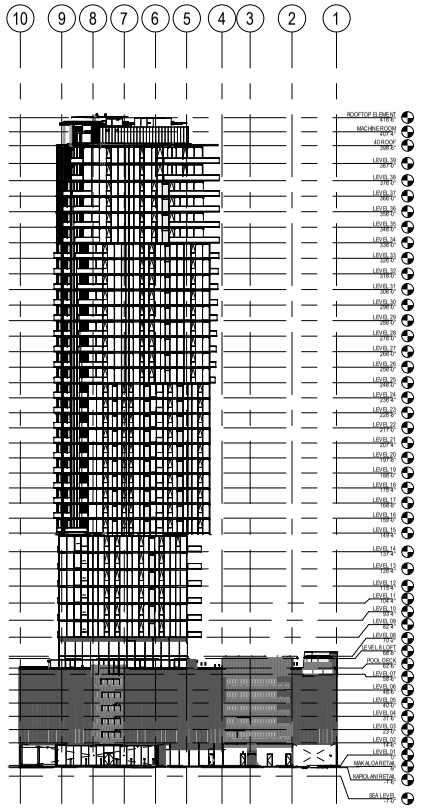
4 WEST (EWA)
SCALE: 1" = 80'-0"



3 SOUTH (MAKAI)
SCALE: 1" = 80'-0"



2 EAST (DH)
SCALE: 1" = 80'-0"



1 NORTH (MAUKA)
SCALE: 1" = 80'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
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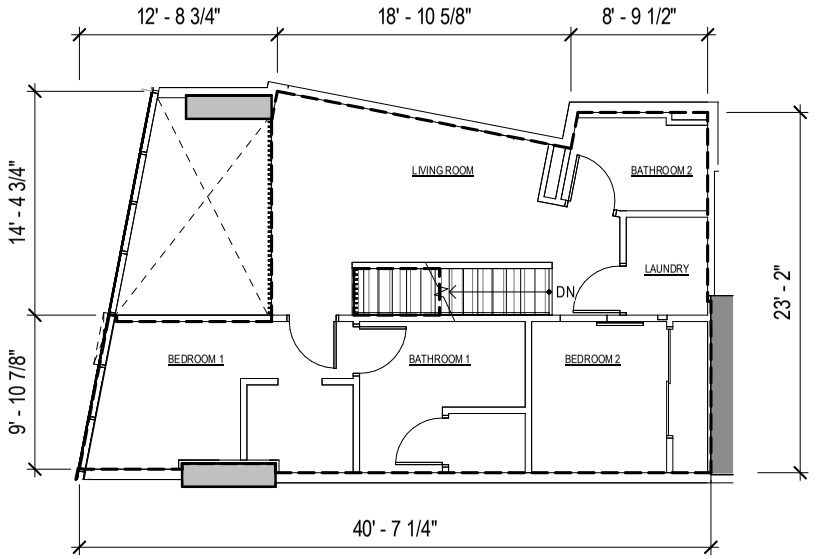
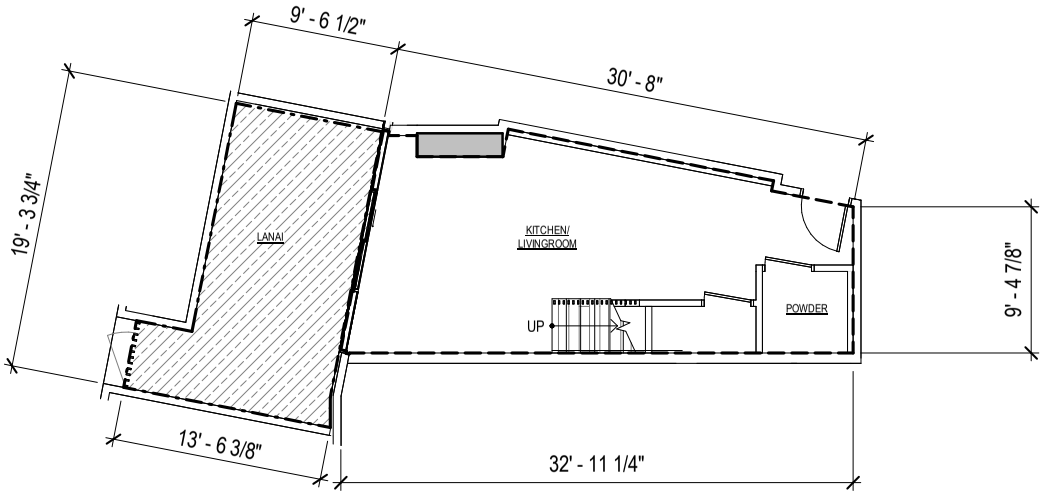
BUILDING ELEVATIONS

Date:
11/14/2024

Sheet Number:
CPR-200



UPPER FLOOR PLAN



LOWER FLOOR PLAN

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE TH2A1

2 BED / 2.5 BATH

701

NET LIVING AREA	**1,124 SF**
LANAI AREA	**200 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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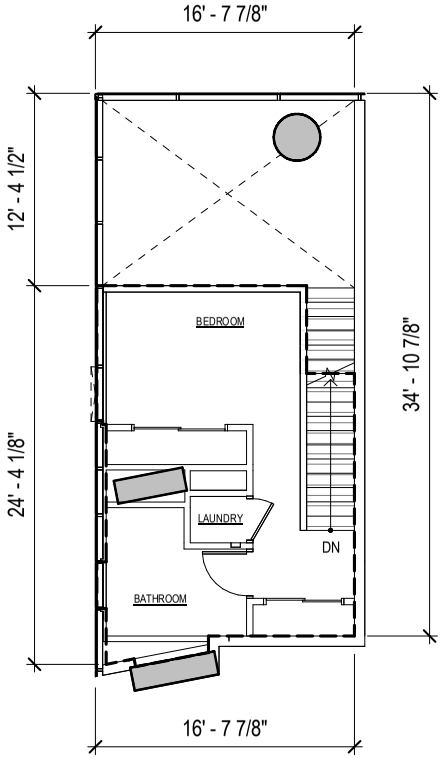
UNIT TYPE TH2A1

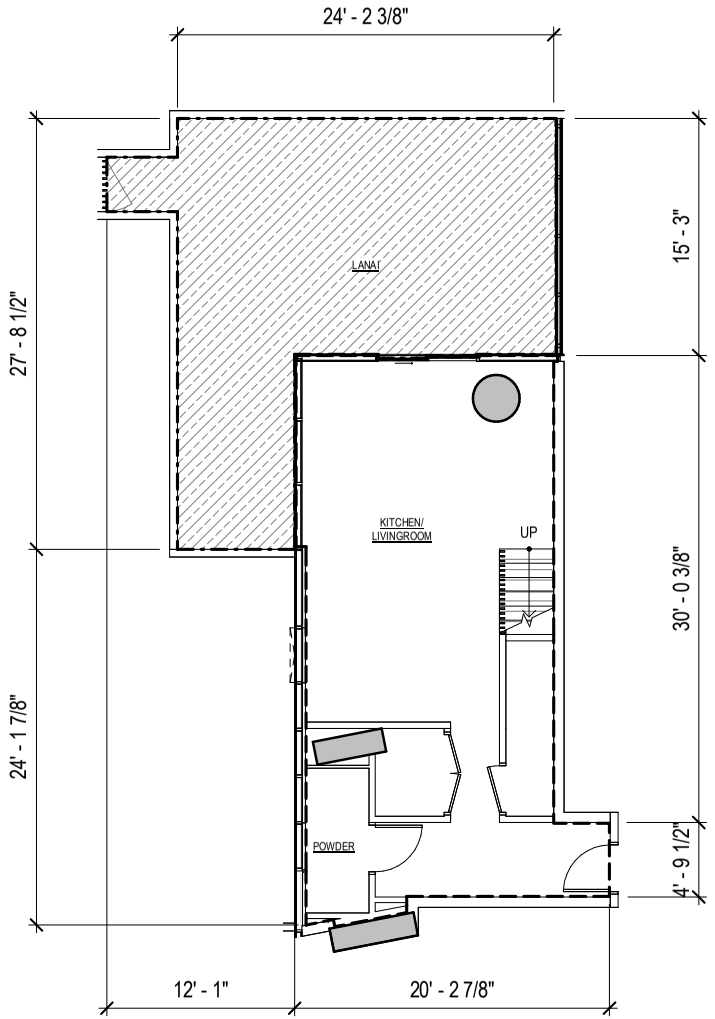
Date:
11/14/2024

Sheet Number:

CPR-301



UPPER FLOOR PLAN



LOWER FLOOR PLAN

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE TH1A1

1 BED / 1.5 BATH

702

NET LIVING AREA	**947 SF**
LANAI AREA	**481 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE TH1A1

Date:
11/14/2024

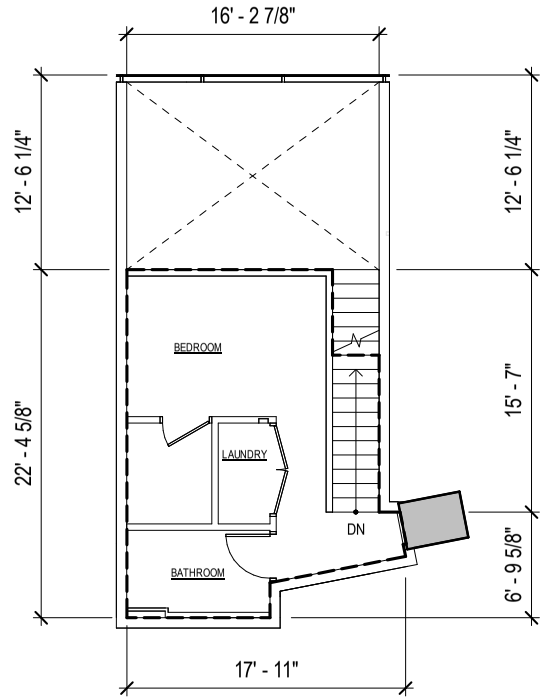
Sheet Number:

CPR-302

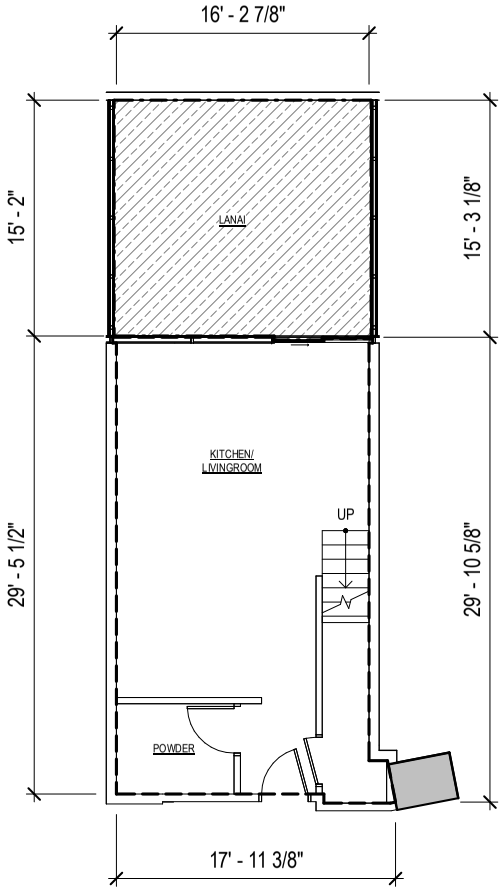
LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UPPER FLOOR PLAN



LOWER FLOOR PLAN

UNIT TYPE TH1A2

1 BED / 1.5 BATH

703

NET LIVING AREA	**812 SF**
LANAI AREA	**252 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE TH1A2

Date:
11/14/2024

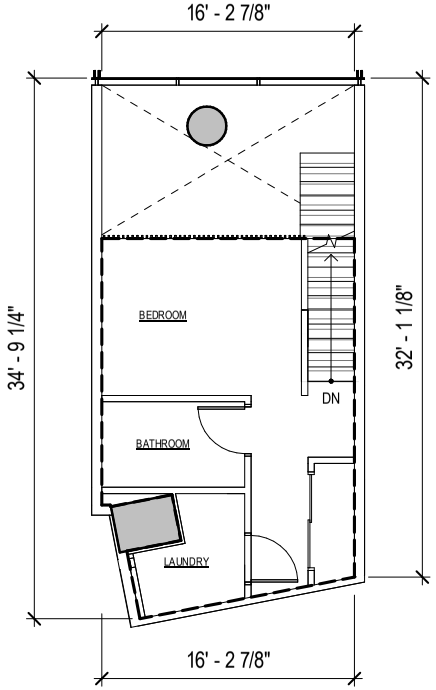
Sheet Number:

CPR-303

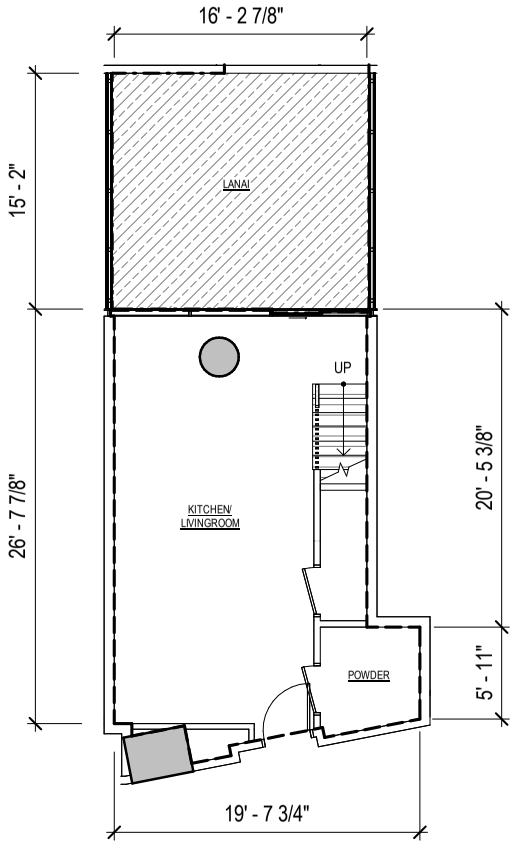
LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UPPER FLOOR PLAN



LOWER FLOOR PLAN

UNIT TYPE TH1A3

1 BED / 1.5 BATH

704

NET LIVING AREA	**822 SF**
LANAI AREA	**252 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE TH1A3

Date:
11/14/2024

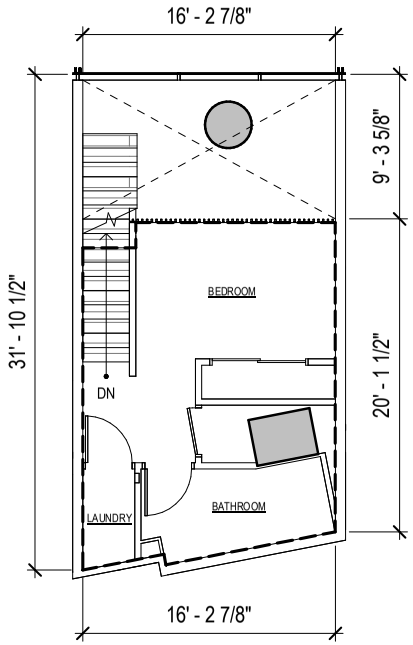
Sheet Number:

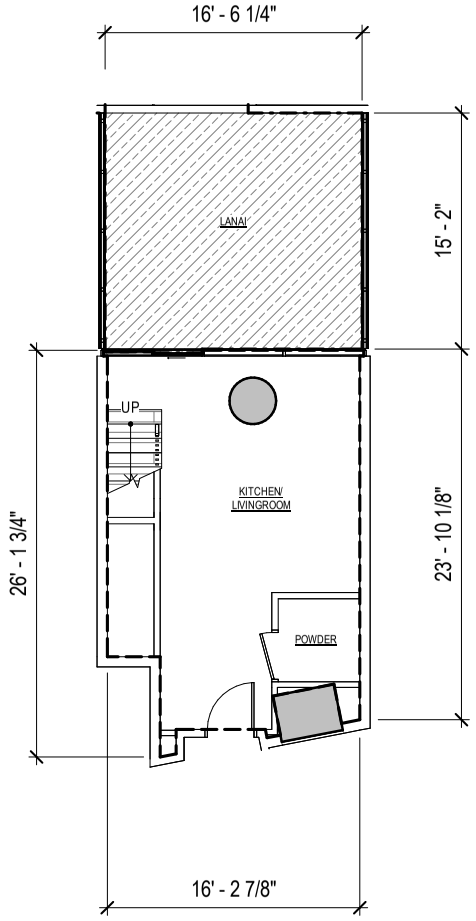
CPR-304

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT





UNIT TYPE TH1A4

1 BED / 1.5 BATH

705

NET LIVING AREA	**709 SF**
LANAI AREA	**252 SF**

UPPER FLOOR PLAN

LOWER FLOOR PLAN

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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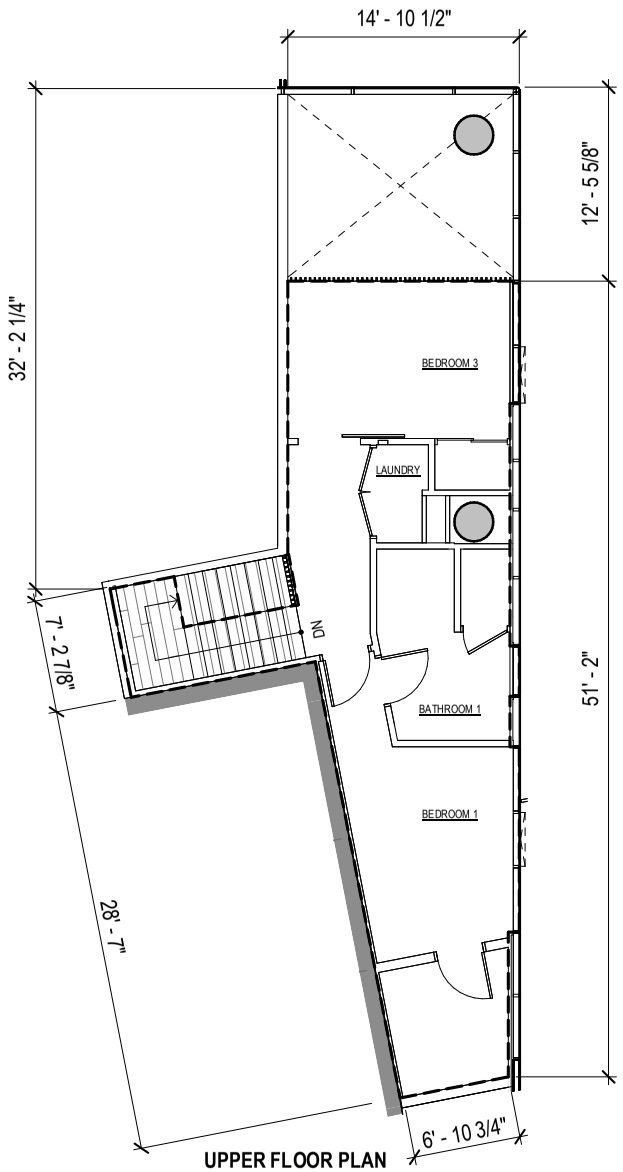
UNIT TYPE TH1A4

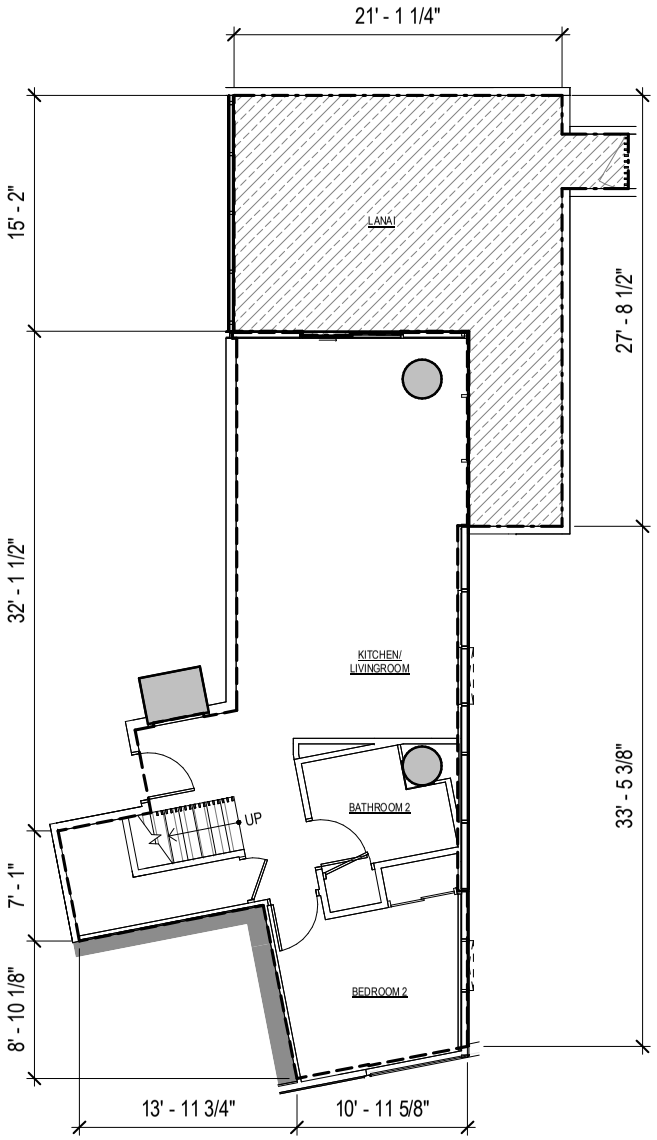
Date:
11/14/2024

Sheet Number:

CPR-305



UPPER FLOOR PLAN



LOWER FLOOR PLAN

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE TH3A1

3 BED / 2 BATH

706

NET LIVING AREA	**1,452 SF**
LANAI AREA	**410 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE TH3A1

Date:
11/14/2024

Sheet Number:

CPR-306

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE L3B1

3 BED / 3 BATH

902, 1002,1102, 1202, 1302, 1402

NET LIVING AREA	**1,435 SF**
LANAI AREA	**111 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE L3B1

Date:
11/14/2024

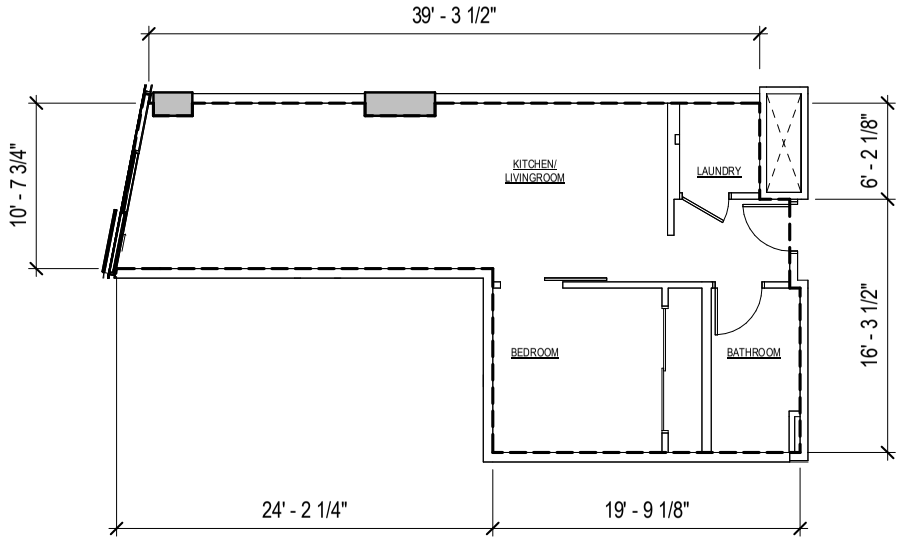
Sheet Number:

CPR-307

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE L1B5

1 BED / 1 BATH

903, 1003, 1103, 1203, 1303, 1403

NET LIVING AREA **668 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE L1B5

Date:
11/14/2024

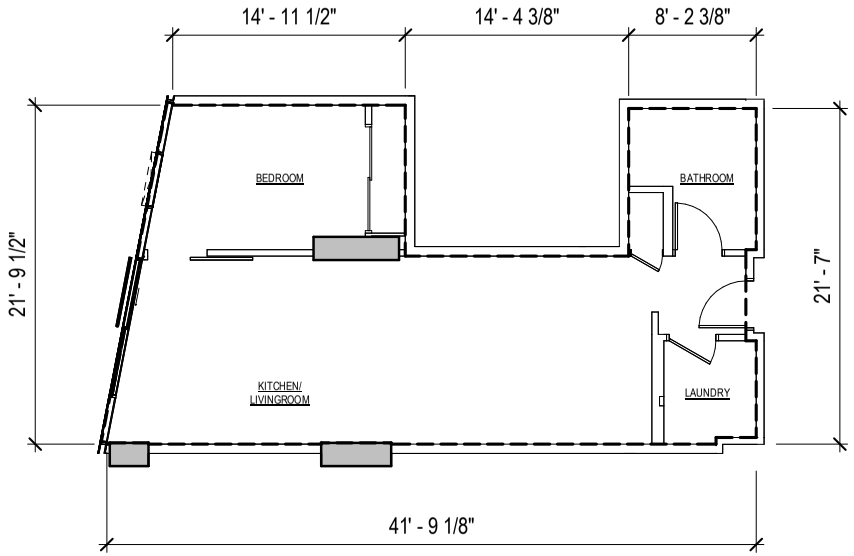
Sheet Number:

CPR-308

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE L1B1

1 BED / 1 BATH

904, 1004, 1104, 1204, 1304, 1404

NET LIVING AREA **724 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE L1B1

Date:
11/14/2024

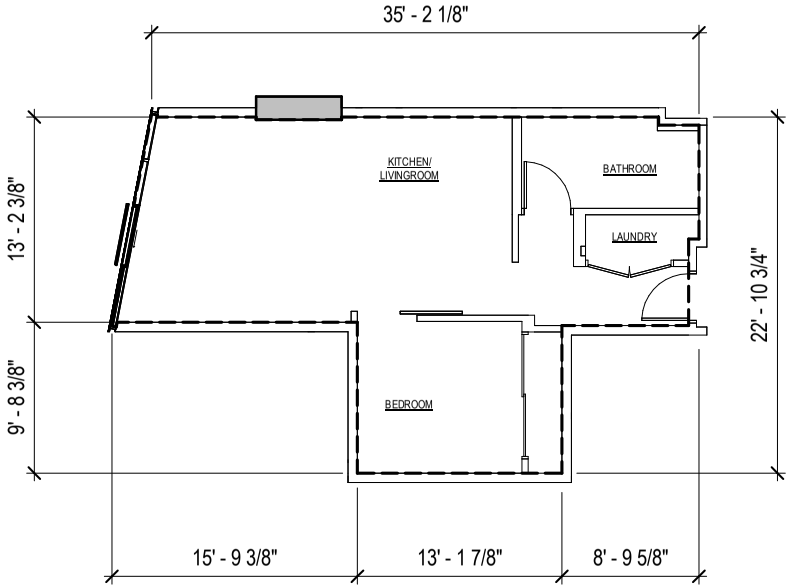
Sheet Number:

CPR-309

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE L1B6

1 BED / 1 BATH

905, 1005, 1105, 1205, 1305, 1405

NET LIVING AREA **604 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE L1B6

Date:
11/14/2024

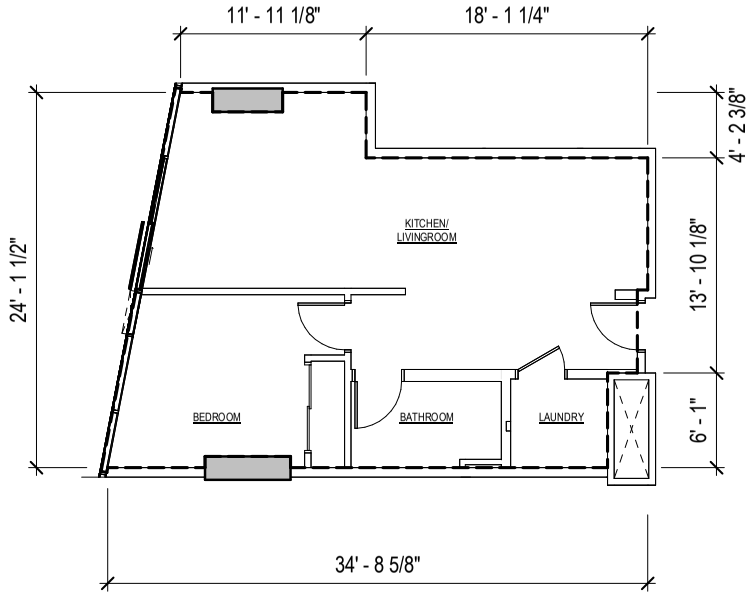
Sheet Number:

CPR-310

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE L1B2

1 BED / 1 BATH

906, 1006, 1106, 1206, 1306, 1406

NET LIVING AREA **684 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE L1B2

Date:
11/14/2024

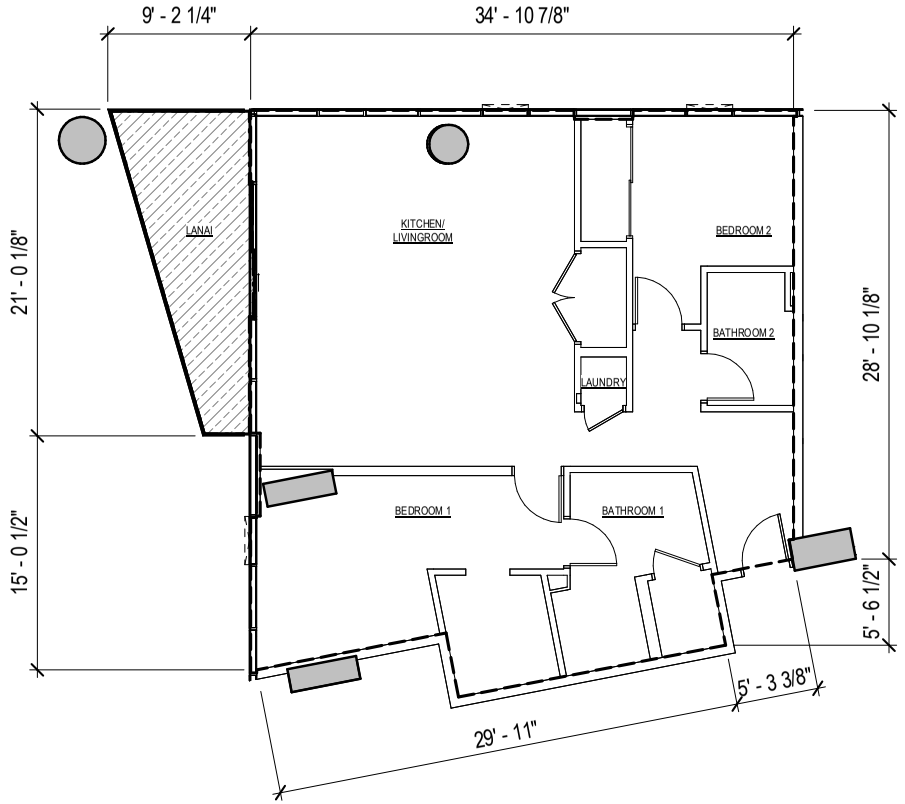
Sheet Number:

CPR-311

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE L2B1

2 BED / 2 BATH

907, 1007, 1107, 1207, 1307, 1407

NET LIVING AREA	**1,204 SF**
LANAI AREA	**124 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE L2B1

Date:
11/14/2024

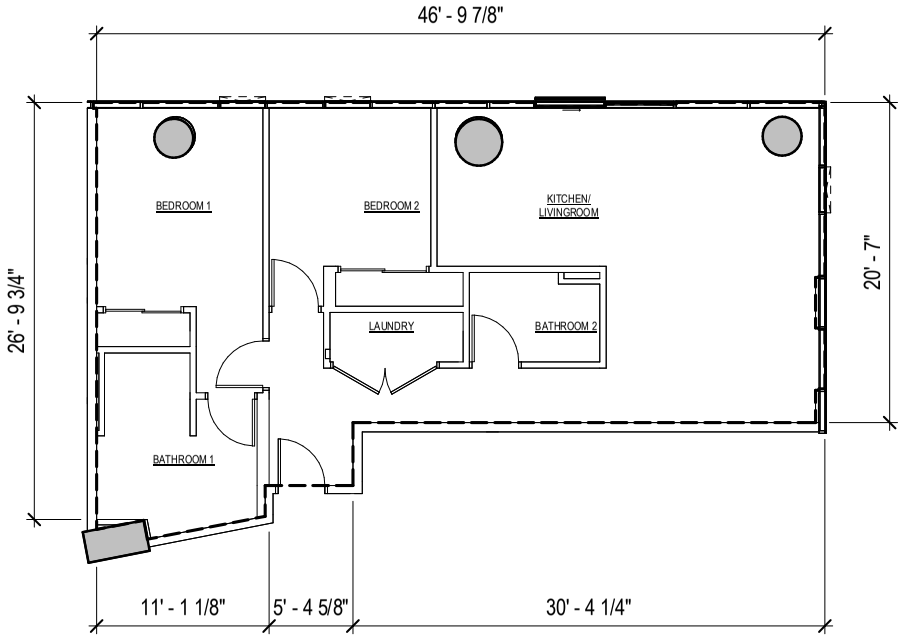
Sheet Number:

CPR-312

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE L2B2

2 BED / 2 BATH

908, 1008, 1108, 1208, 1308, 1408

NET LIVING AREA **1,055 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE L2B2

Date:
11/14/2024

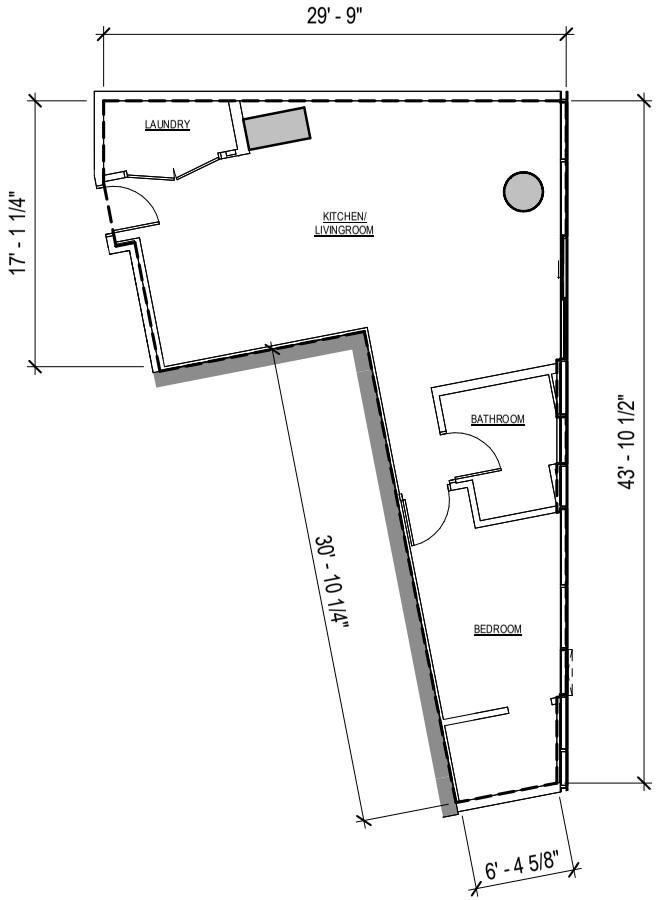
Sheet Number:

CPR-313

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE L1B3

1 BED / 1 BATH

909, 1009, 1109, 1209, 1309,1409

NET LIVING AREA **733 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE L1B3

Date:
11/14/2024

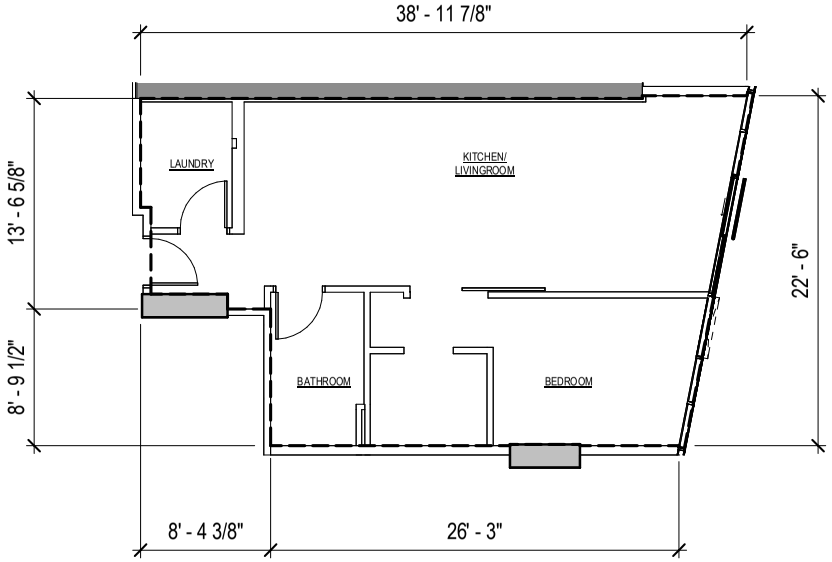
Sheet Number:

CPR-314

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE L1B4

1 BED / 1 BATH

910, 1010, 1110, 1210, 1310, 1410

NET LIVING AREA **747 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE L1B4

Date:
11/14/2024

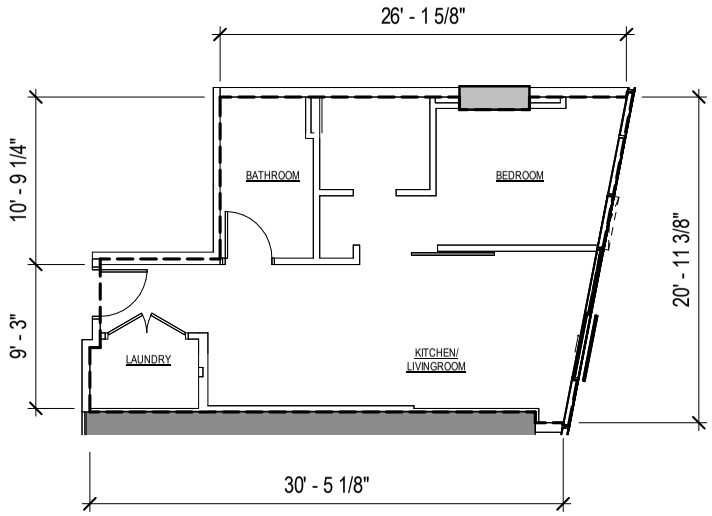
Sheet Number:

CPR-315

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE L1B7

1 BED / 1 BATH

911, 1011, 1111, 1211, 1311, 1411

NET LIVING AREA **572 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE L1B7

Date:
11/14/2024

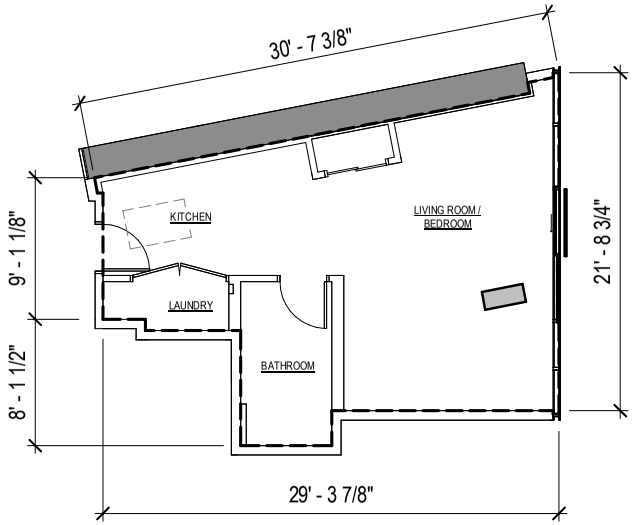
Sheet Number:

CPR-316

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE L0B5

0 BED / 1 BATH

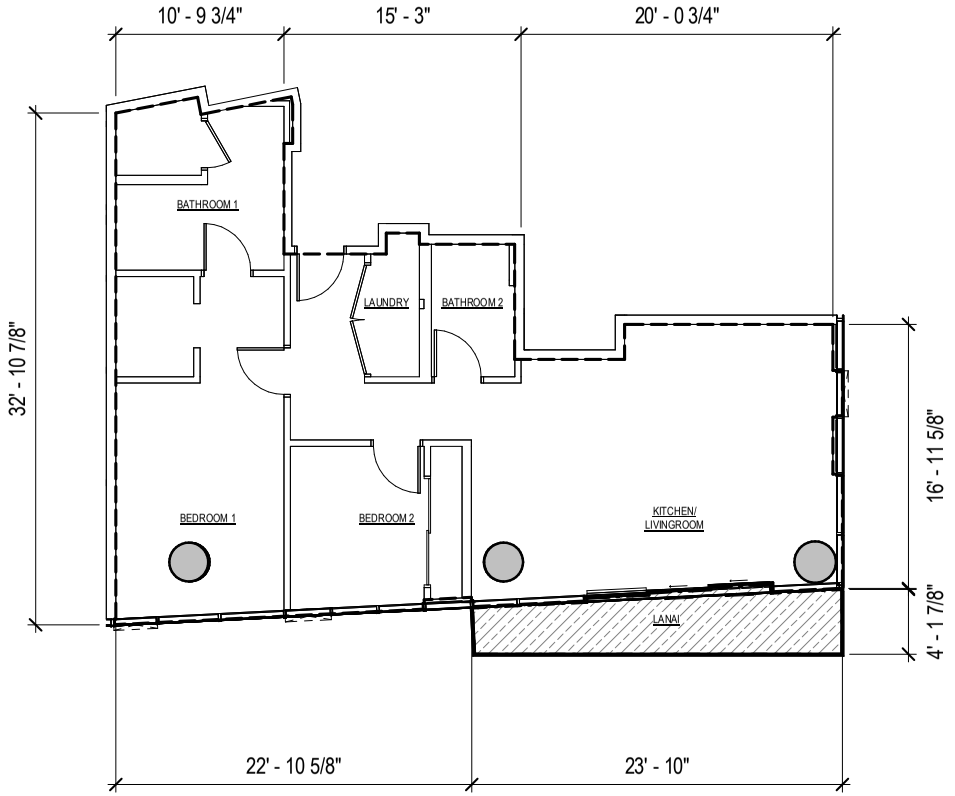
912, 1012, 1112, 1212, 1312, 1412

NET LIVING AREA **492 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL	**OWNER:** JL CAPITAL 1440 KAPIOLANI BLVD, SUITE 1509 HONOLULU, HI 96814 808.445.9080	**ARCHITECT OF RECORD** BENJAMIN WOO ARCHITECTS. 600 KAPIOLANI BLVD. SUITE 402B HONOLULU, HAWAII 96813 808.591.6616	**MUSE HONOLULU**	1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614 TMK: 2-3-021: 006	DISCLAIMER: This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) the parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element all as required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.	**UNIT TYPE L0B5** **Date:** **11/14/2024**	**Sheet Number:** **CPR-317**



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE L2B3

2 BED / 2 BATH

901, 1001, 1101, 1201, 1301, 1401

NET LIVING AREA	**1,048 SF**
LANAI AREA	**89 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE L2B3

Date:
11/14/2024

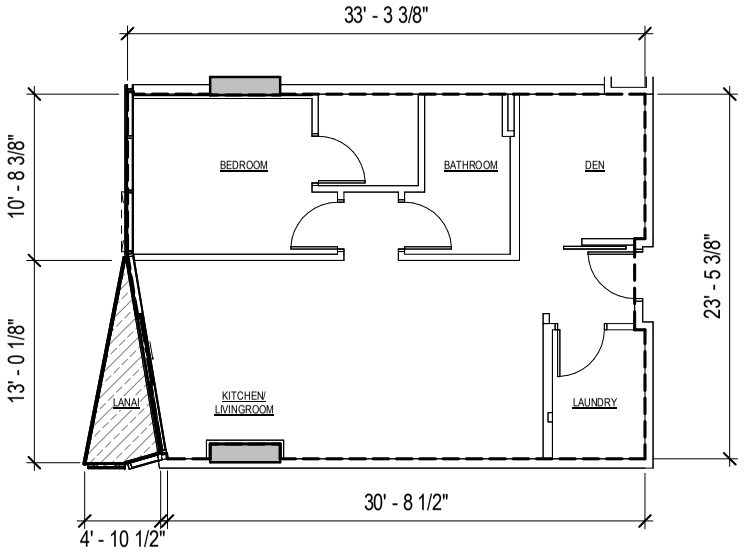
Sheet Number:

CPR-318

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T1C2

1 BED / 1 BATH / DEN

1505

NET LIVING AREA	**756 SF**
LANAI AREA	**34 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

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TMK: 2-3-021: 006

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UNIT TYPE T1C2

Date:
11/14/2024

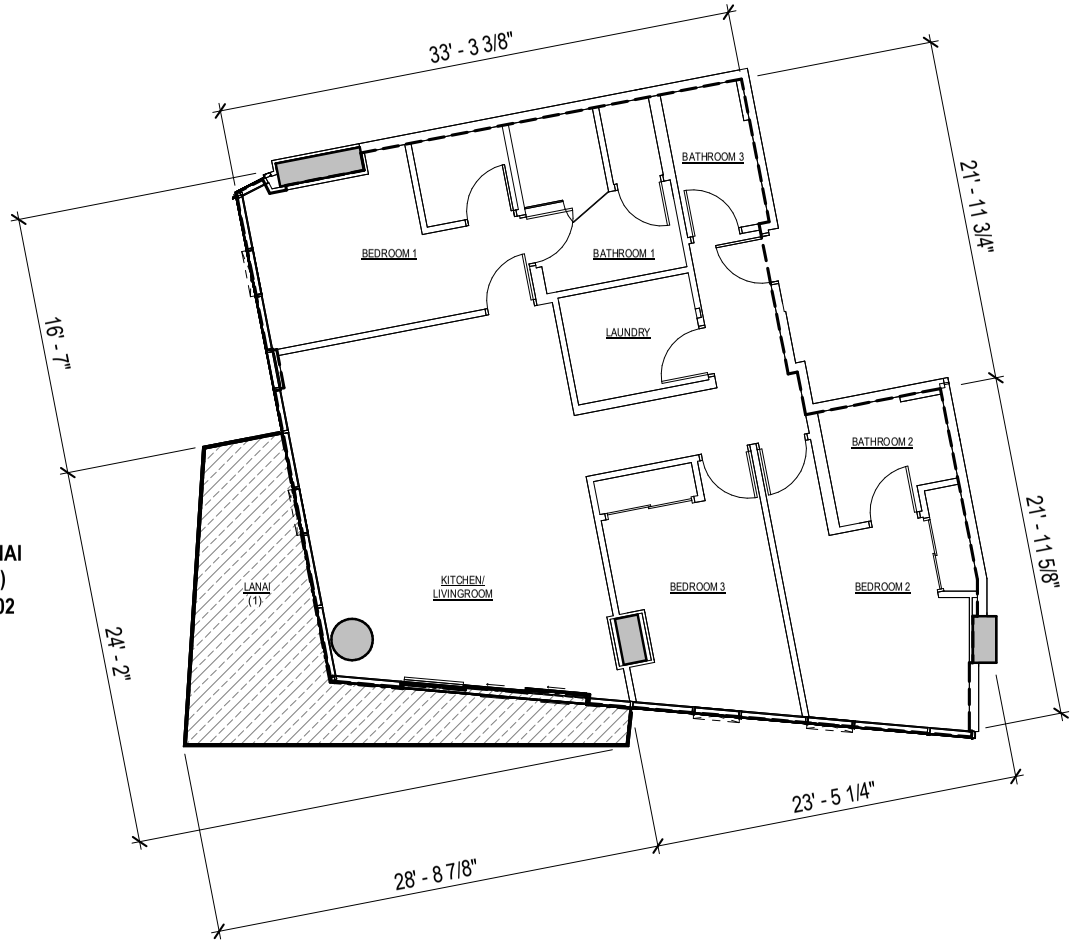
Sheet Number:

CPR-319

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



LANAI
(1)
1602

UNIT TYPE T3C1

3 BED / 3 BATH

1602, 1702, 1802, 1902, 2002, 2102, 2202, 2302, 2402

NET LIVING AREA		**1,411 SF**
LANAI AREA	**(1)**	**212 SF**
	(2)	**179 SF**
	(3)	**134 SF**
	(4)	**99 SF**
	(5)	**71 SF**
	(6)	**66 SF**
	(7)	**67 SF**
	(8)	**70 SF**
	(9)	**72 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
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MUSE HONOLULU

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TMK: 2-3-021: 006

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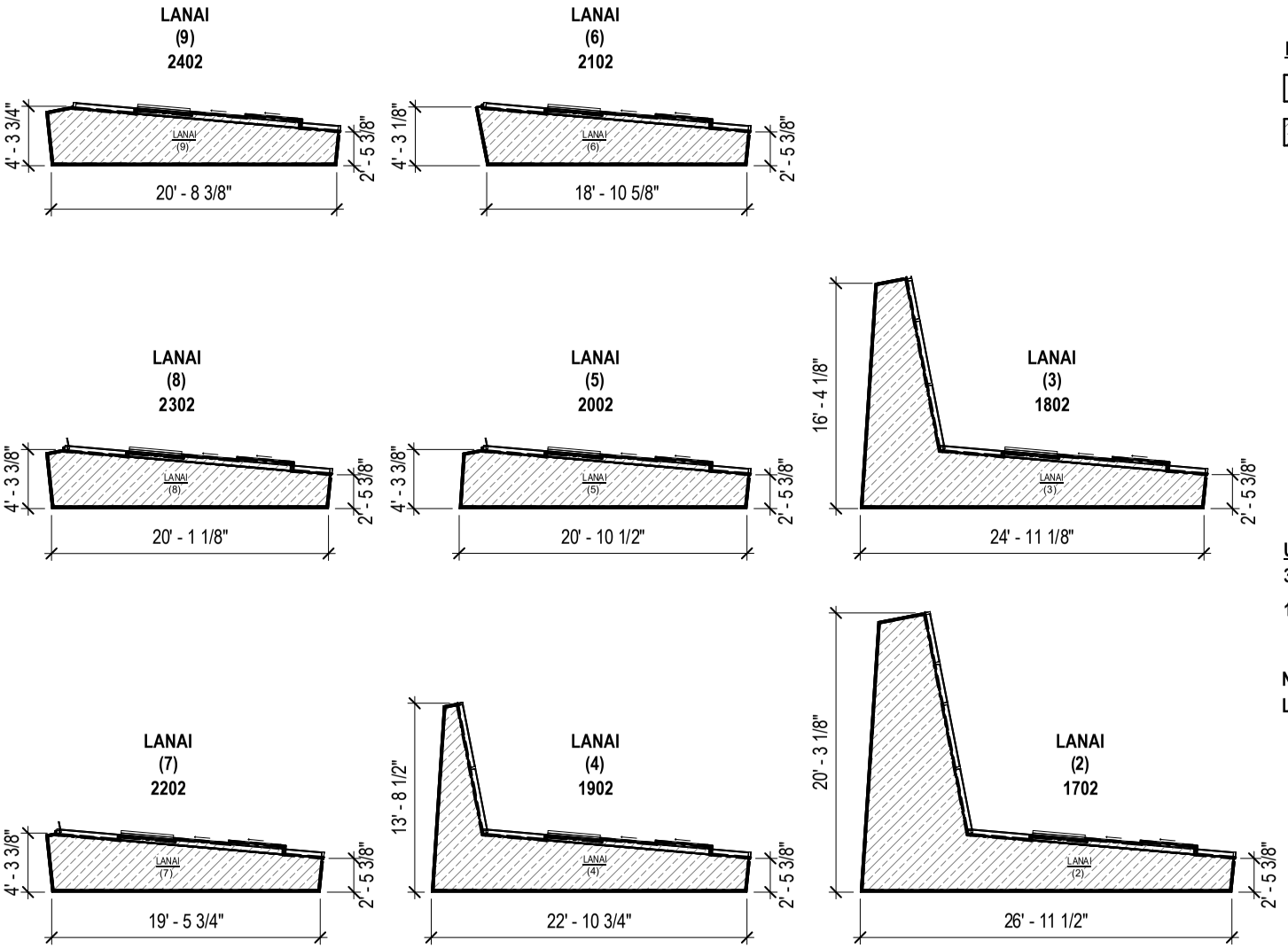
UNIT TYPE T3C1

Date:
11/14/2024

Sheet Number:

CPR-320



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T3C1

3 BED / 3 BATH

1602, 1702, 1802, 1902, 2002, 2102, 2202, 2302, 2402

NET LIVING AREA		1,411 SF
LANAI AREA	(1)	212 SF
	(2)	179 SF
	(3)	134 SF
	(4)	99 SF
	(5)	71 SF
	(6)	66 SF
	(7)	67 SF
	(8)	70 SF
	(9)	72 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T3C1

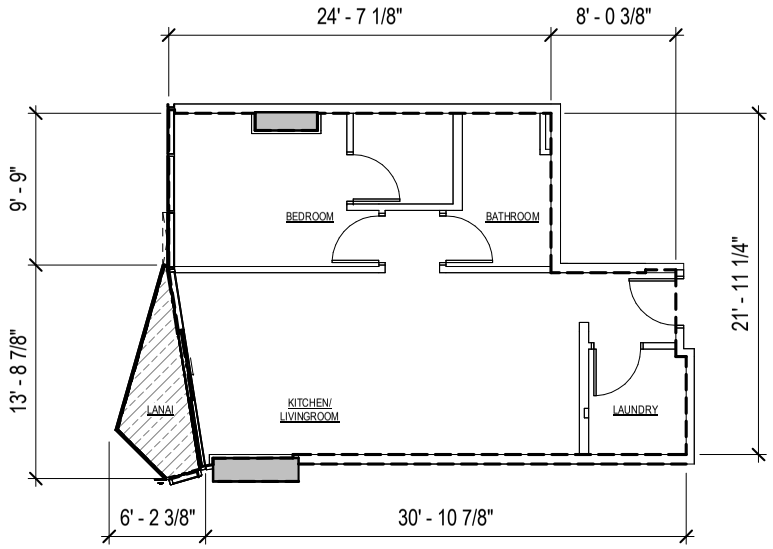
Date: 11/14/2024

Sheet Number: CPR-320.1

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T1D1

1 BED / 1 BATH

1603, 1703, 1803, 1903, 2003, 2103, 2203, 2303, 2403

NET LIVING AREA	**623 SF**
LANAI AREA	**38 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T1D1

Date:
11/14/2024

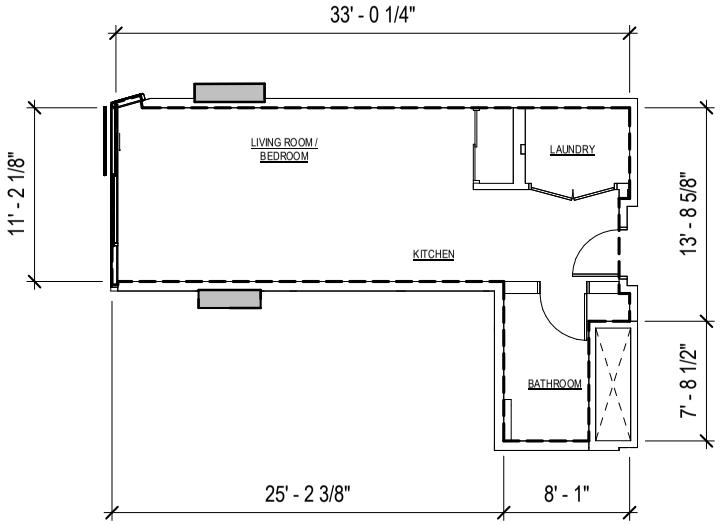
Sheet Number:

CPR-321

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T0D2

0 BED / 1 BATH

1604, 1704, 1804, 1904, 2004, 2104, 2204, 2304, 2404

NET LIVING AREA **430 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T0D2

Date:
11/14/2024

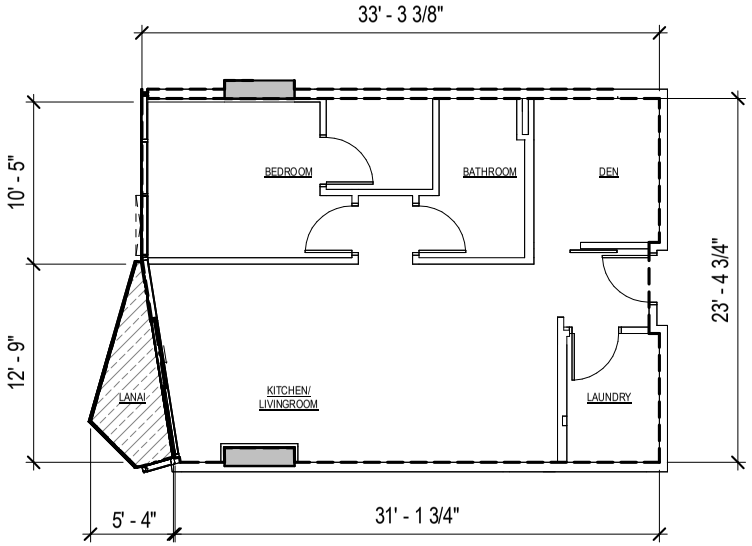
Sheet Number:

CPR-322

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T1D2

1 BED / 1 BATH / DEN

1605, 1705, 1805, 1905, 2005, 2105, 2205, 2305, 2405

NET LIVING AREA	**755 SF**
LANAI AREA	**38 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T1D2

Date:
11/14/2024

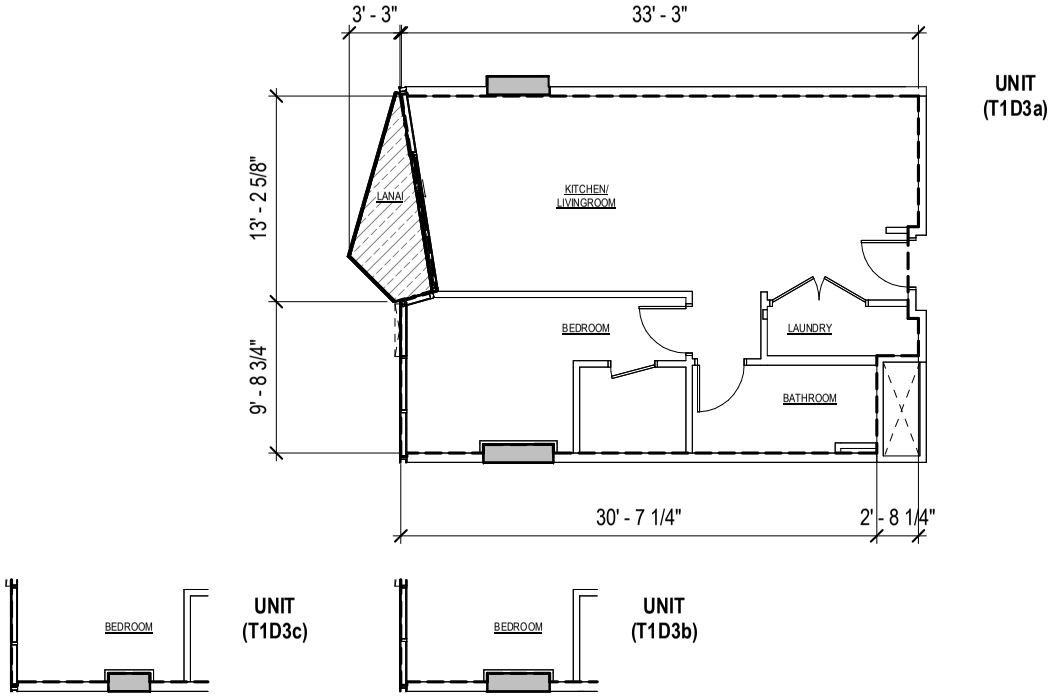
Sheet Number:

CPR-323

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T1D3a

1 BED / 1 BATH

1606, 1706, 1806, 1906, 2006, 2106, 2206, 2306, 2406,

NET LIVING AREA	725 SF
LANAI AREA	39 SF

UNIT TYPE T1D3b

1 BED / 1 BATH

2505, 2605, 2705, 2805, 2905,3005, 3105, 3205, 3305

AREA	726 SF
LANAI AREA	39 SF

UNIT TYPE T1D3c

1 BED / 1 BATH

3405, 3505, 3605, 3705

AREA	726 SF
LANAI AREA	39 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T1D3a / T1D3b / T1D3c

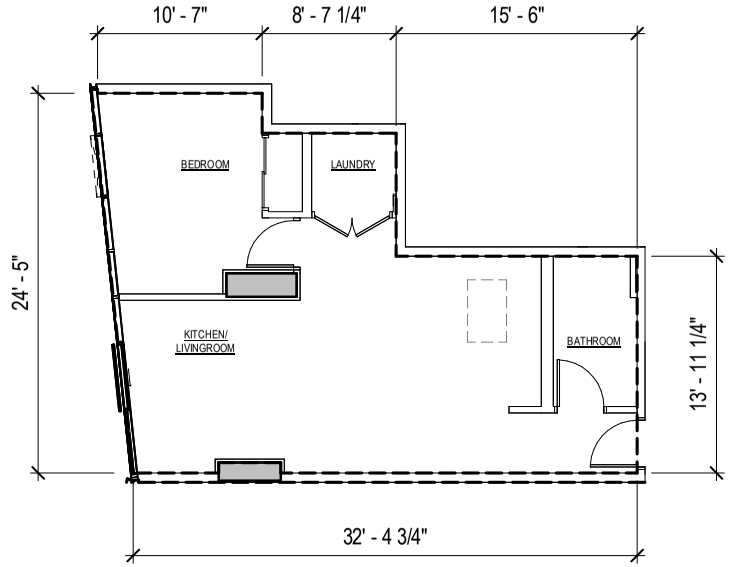
Date:
11/14/2024

Sheet Number:
CPR-324

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T1D4

1 BED / 1 BATH

1607, 1707, 1807, 1907, 2007, 2107, 2207, 2307, 2407

NET LIVING AREA **636 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T1D4

Date:
11/14/2024

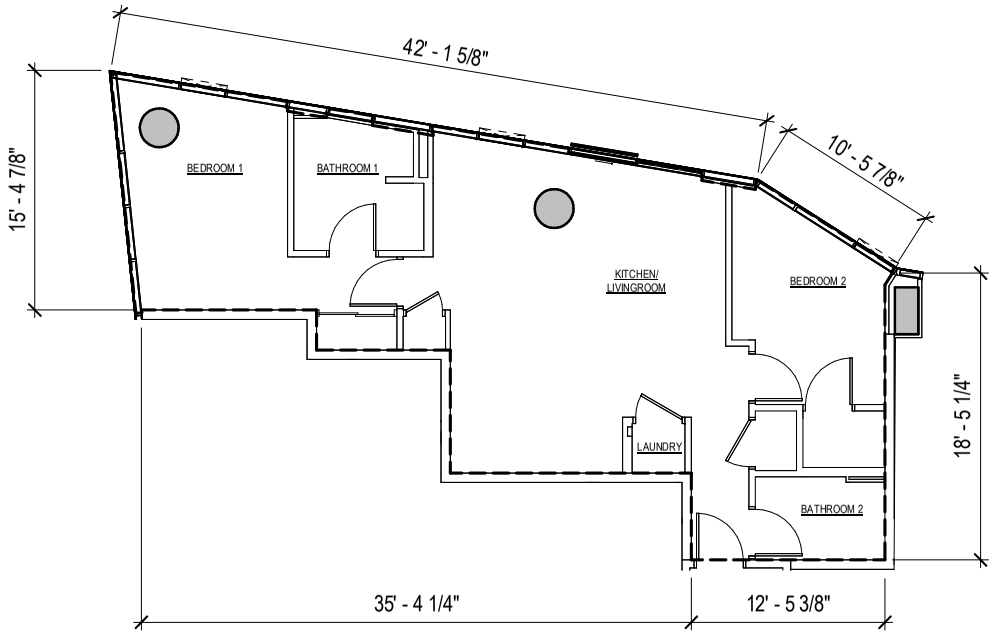
Sheet Number:

CPR-325

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T2D2

2 BED / 2 BATH

1608, 1708, 1808, 1908, 2008, 2108, 2208, 2308, 2408

NET LIVING AREA **904 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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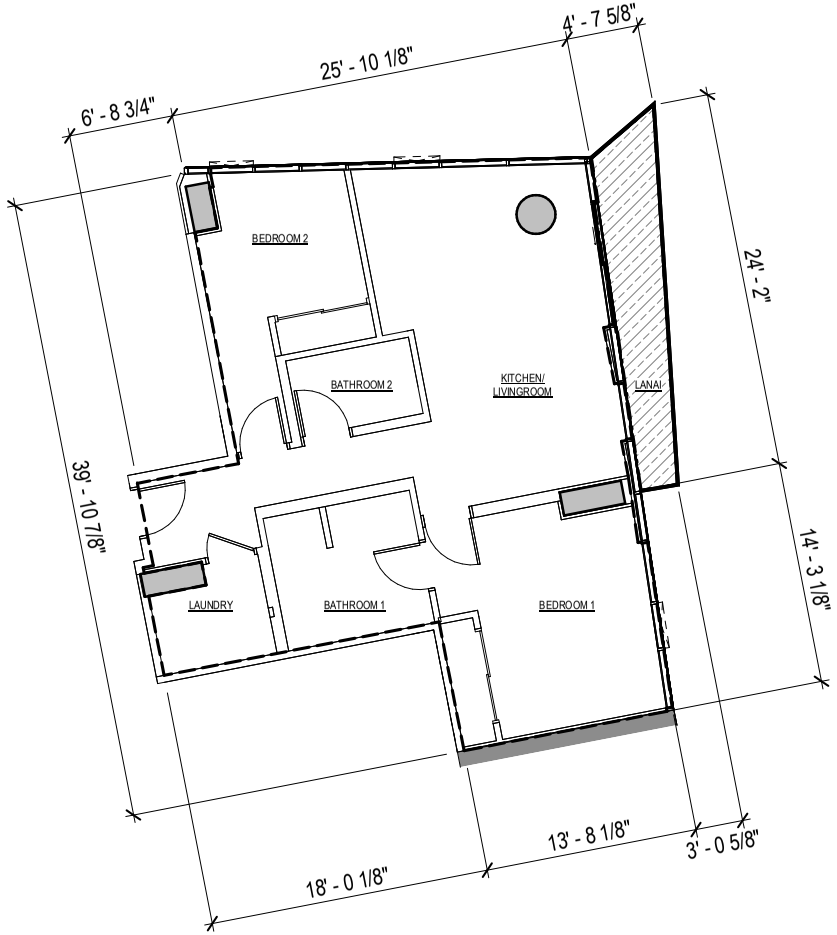
UNIT TYPE T2D2

Date:
11/14/2024

Sheet Number:

CPR-326



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T2D3

2 BED / 2 BATH

1609, 1709, 1809, 1909, 2009, 2109, 2209, 2309, 2409

NET LIVING AREA	**935 SF**
LANAI AREA	**78 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T2D3

Date:
11/14/2024

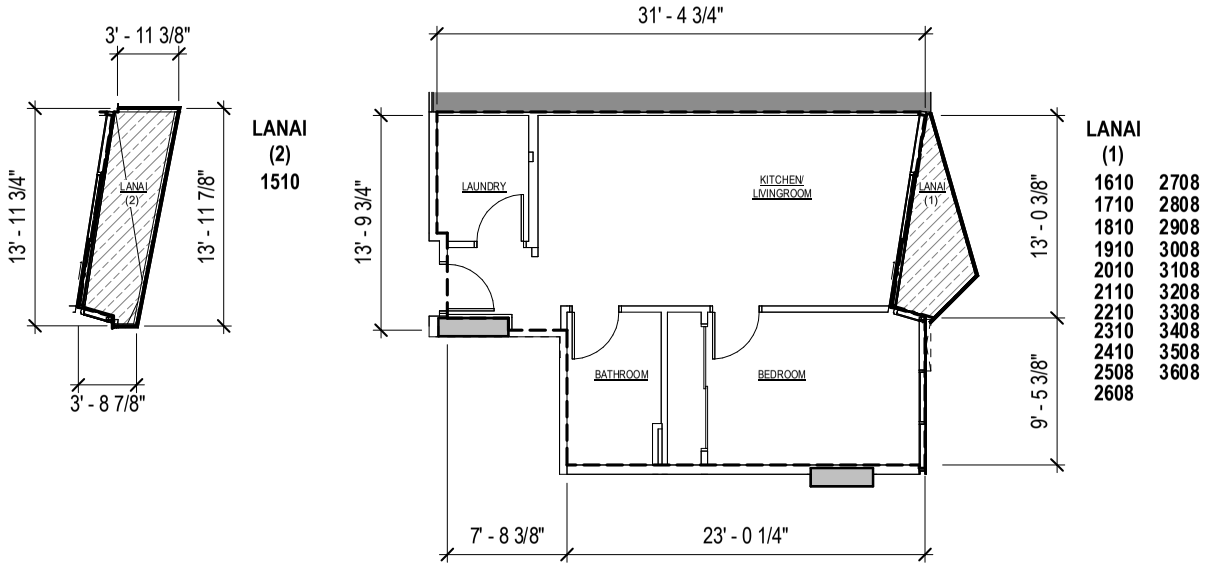
Sheet Number:

CPR-327

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T1D5

1 BED / 1 BATH

1510, 1610, 1710, 1810, 1910, 2010, 2110, 2210, 2310, 2410, 2508, 2608, 2708, 2808, 2908, 3008, 3108, 3208, 3308, 3408, 3508, 3608

NET LIVING AREA		619 SF
LANAI AREA	(1)	37 SF
	(2)	54 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T1D5

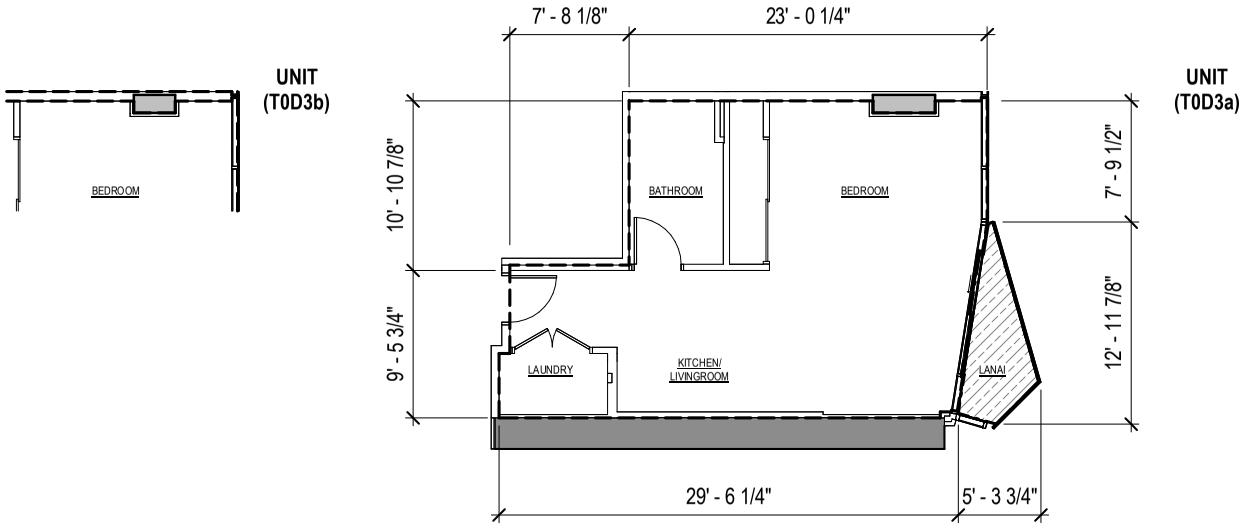
Date: 11/14/2024

Sheet Number: CPR-328

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T0D3a

0 BED / 1 BATH

1611, 1711, 1811, 1911, 2011, 2111, 2211, 2311, 2411

NET LIVING AREA	530 SF
LANAI AREA	37 SF

UNIT TYPE T0D3b

0 BED / 1 BATH

2509, 2609, 2709, 2809, 2909, 3009, 3109, 3209, 3309

NET LIVING AREA	531 SF
	37 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

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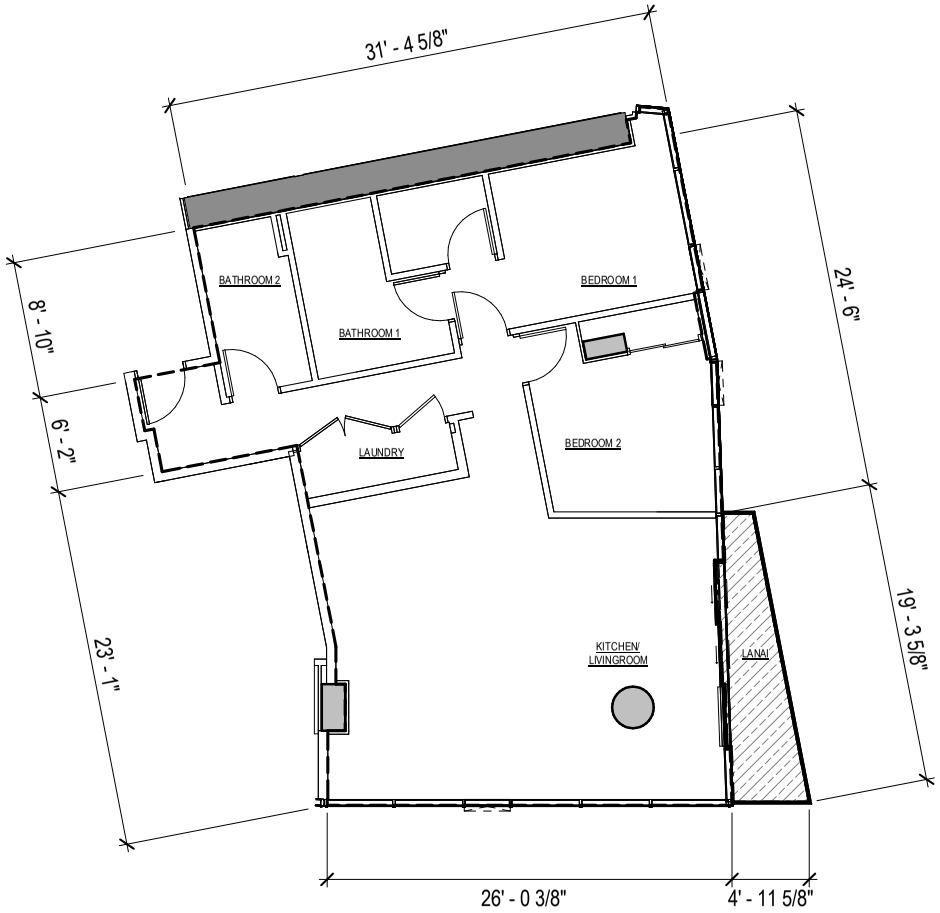
UNIT TYPE T0D3a / T0D3b

Date:
11/14/2024

Sheet Number:

CPR-329



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T2D4

2 BED / 2 BATH

1601, 1701, 1801, 1901, 2001, 2101, 2201, 2301, 2401

NET LIVING AREA	**1,169 SF**
LANAI AREA	**68 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
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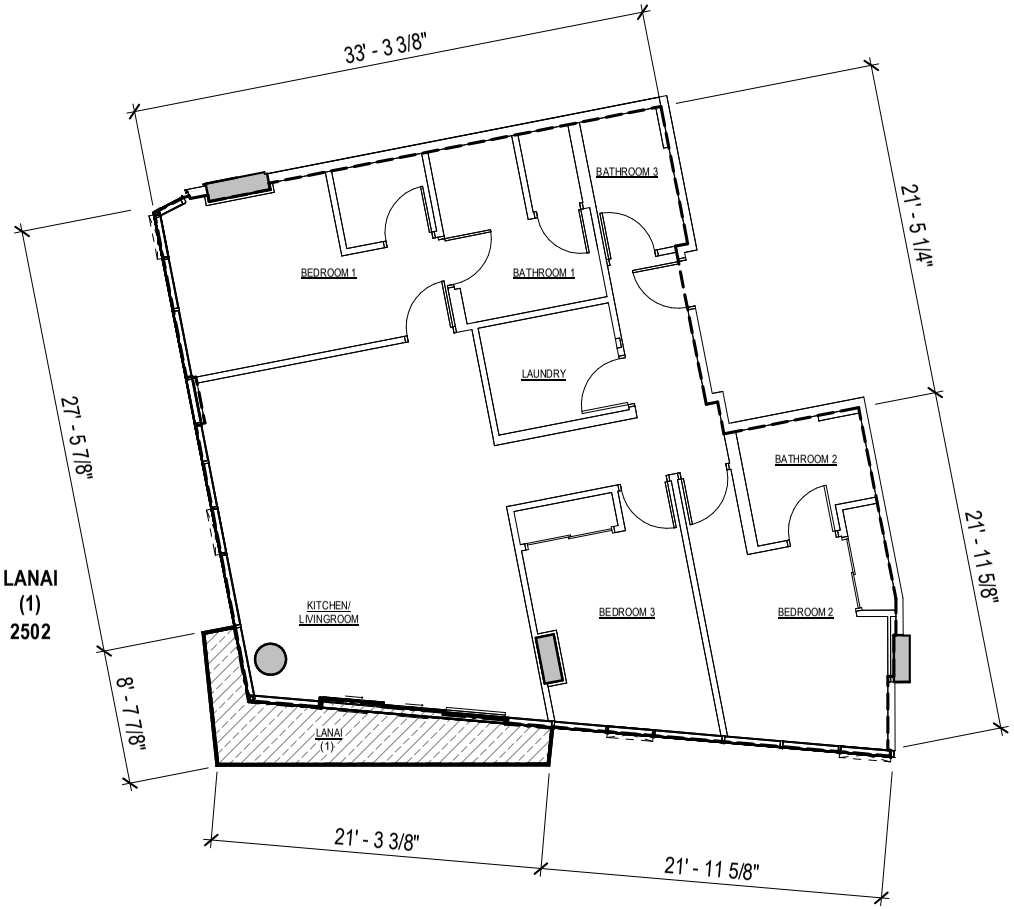
UNIT TYPE T2D4

Date:
11/14/2024

Sheet Number:

CPR-330



LANAI
(1)
2502

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T3E1

3 BED / 3 BATH

2502, 2602, 2702, 2802, 2902, 3002, 3102, 3202, 3302

NET LIVING AREA		1,398 SF
LANAI AREA	(1)	85 SF
	(2)	90 SF
	(3)	96 SF
	(4)	118 SF
	(5)	126 SF
	(6)	149 SF
	(7)	158 SF
	(8)	184 SF
	(9)	196 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
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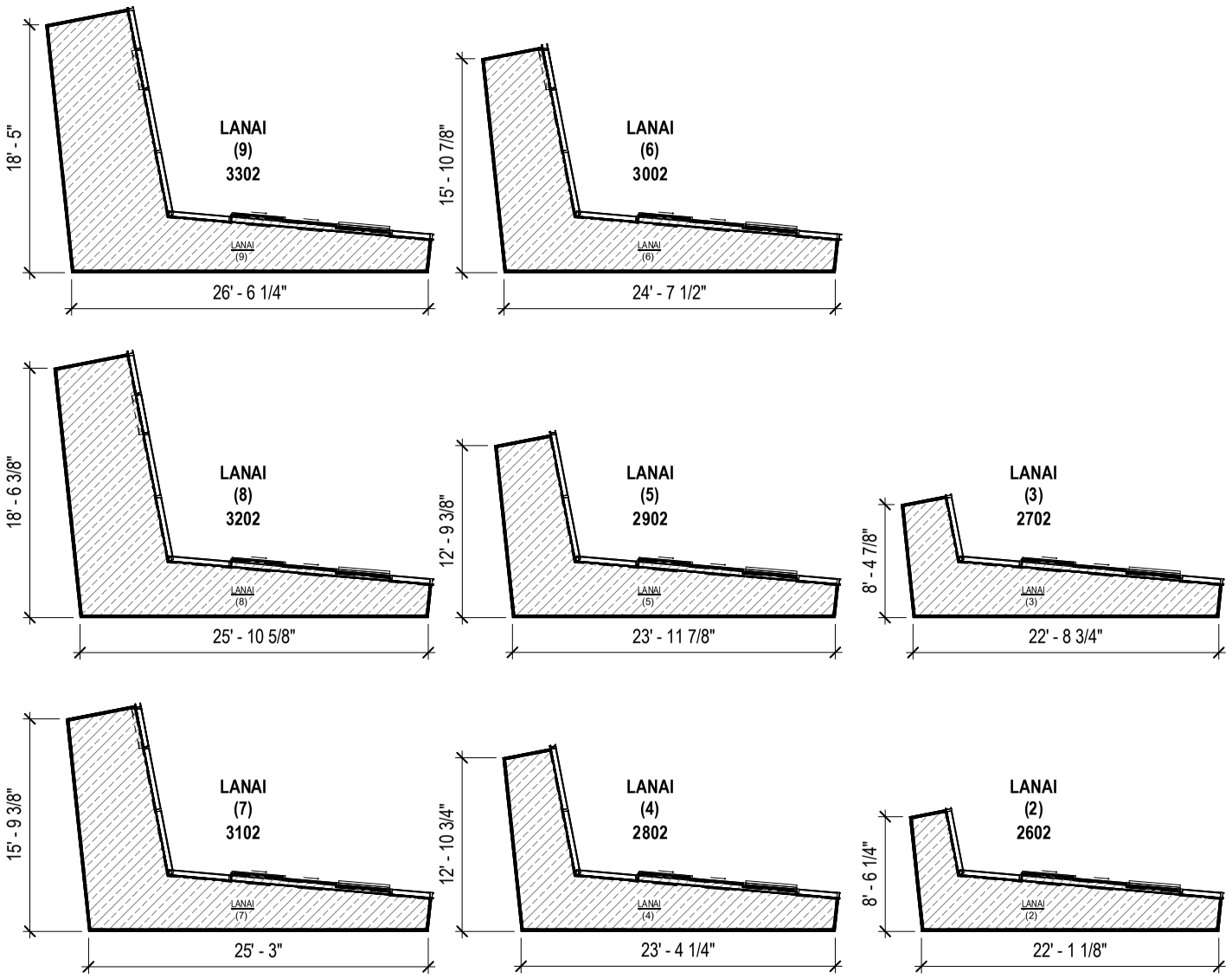
UNIT TYPE T3E1

Date:
11/14/2024

Sheet Number:
CPR-331



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T3E1

3 BED / 3 BATH

2502, 2602, 2702, 2802, 2902, 3002, 3102, 3202, 3302

NET LIVING AREA		1,398 SF
LANAI AREA	(1)	85 SF
	(2)	90 SF
	(3)	96 SF
	(4)	118 SF
	(5)	126 SF
	(6)	149 SF
	(7)	158 SF
	(8)	184 SF
	(9)	196 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T3E1

Date:
11/14/2024

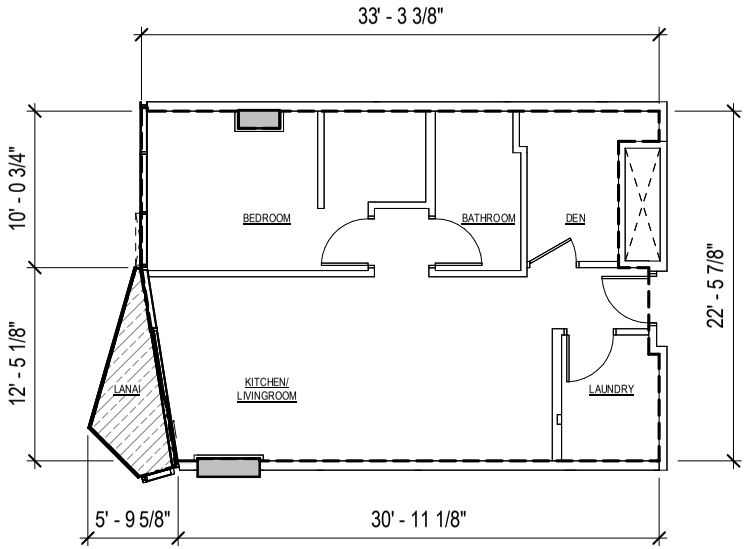
Sheet Number:

CPR-331.1

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T1E1

1 BED / 1 BATH / DEN

2503, 2603, 2703, 2803, 2903, 3003, 3103, 3203, 3303

NET LIVING AREA	**706 SF**
LANAI AREA	**38 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T1E1

Date:
11/14/2024

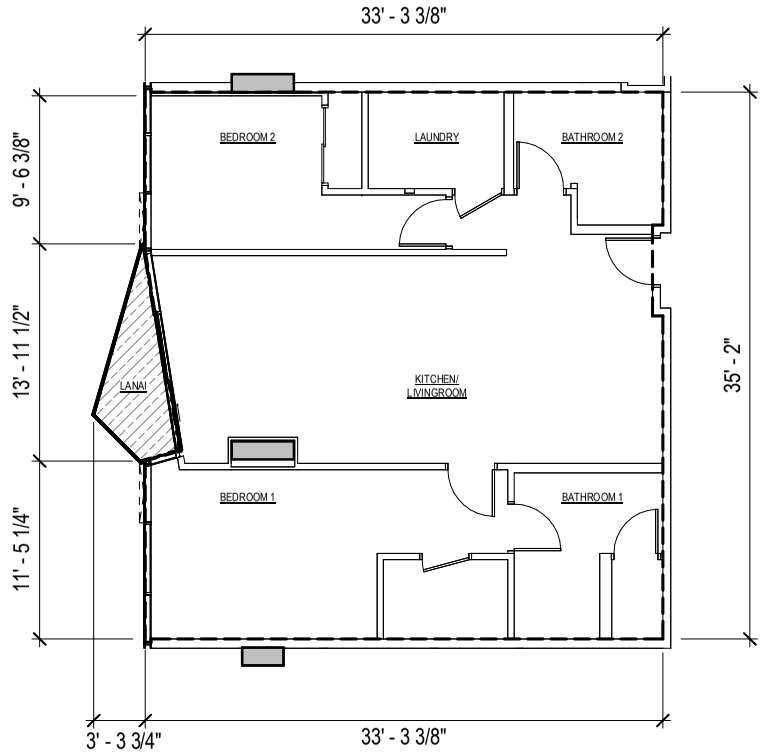
Sheet Number:

CPR-332

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T2E1

2 BED / 2 BATH

2504, 2604, 2704, 2804, 2904, 3004, 3104, 3204, 3304

NET LIVING AREA	**1,151 SF**
LANAI AREA	**38 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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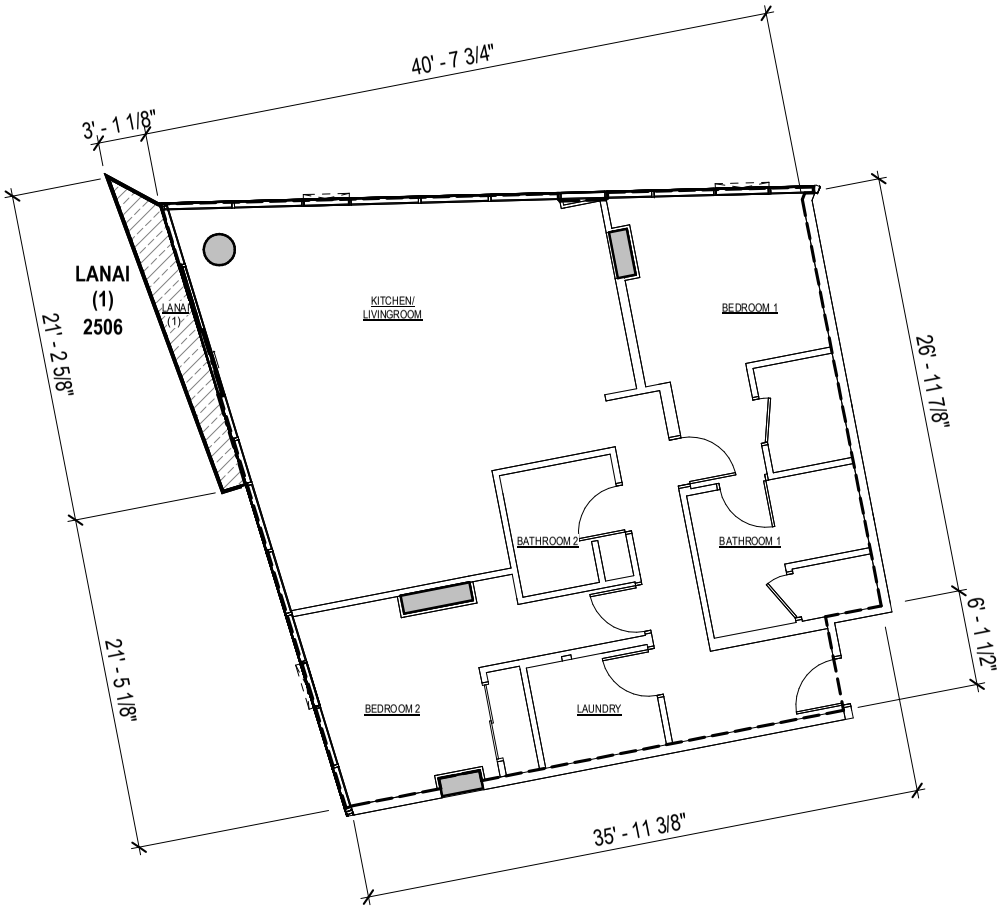
UNIT TYPE T2E1

Date:
11/14/2024

Sheet Number:

CPR-333



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T2E2

2 BED / 2 BATH

2506, 2606, 2706, 2806, 2906, 3006, 3106, 3206, 3306

NET LIVING AREA		1,384 SF
LANAI AREA	(1)	43 SF
	(2)	47 SF
	(3)	51 SF
	(4)	55 SF
	(5)	59 SF
	(6)	63 SF
	(7)	67 SF
	(8)	71 SF
	(9)	75 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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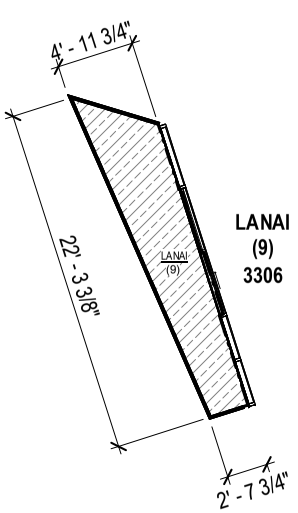
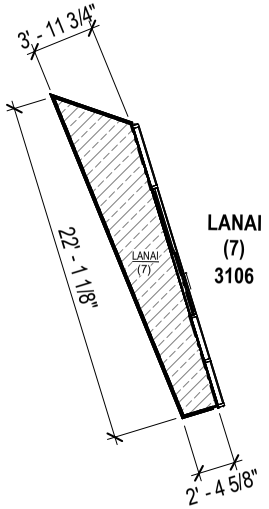
UNIT TYPE T2E2

Date: 11/14/2024

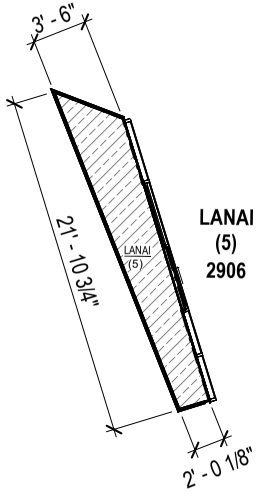
Sheet Number: CPR-334



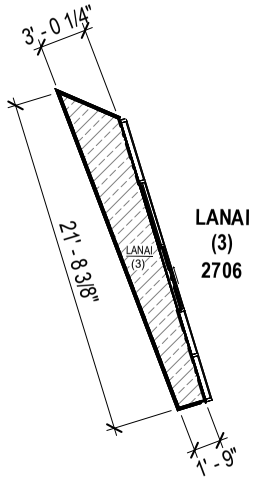
LANAI (9) 3306



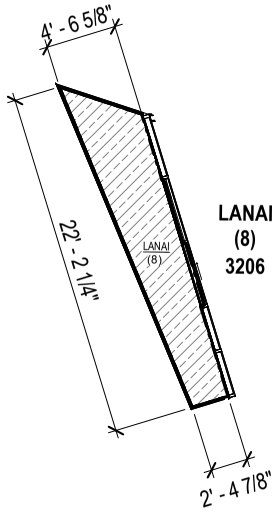
LANAI (7) 3106



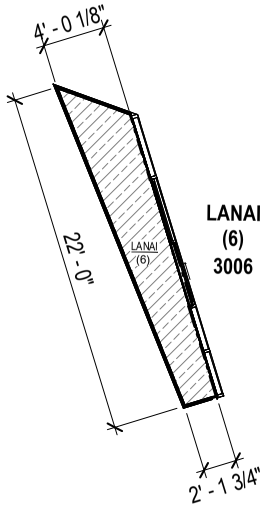
LANAI (5) 2906



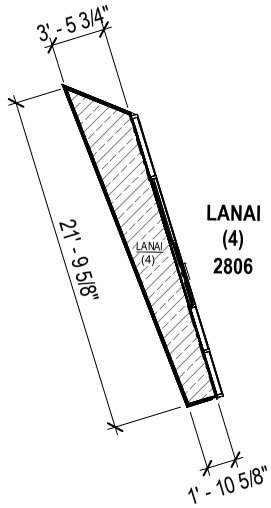
LANAI (3) 2706



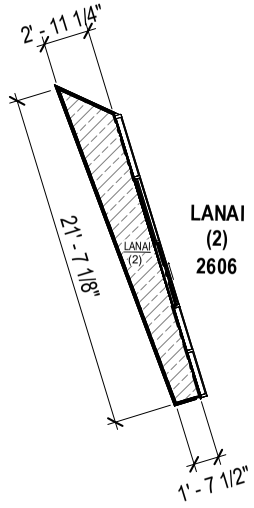
LANAI (8) 3206



LANAI (6) 3006



LANAI (4) 2806



LANAI (2) 2606

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T2E2

2 BED / 2 BATH

2506, 2606, 2706, 2806, 2906, 3006, 3106, 3206, 3306

NET LIVING AREA		1,384 SF
LANAI AREA	(1)	43 SF
	(2)	47 SF
	(3)	51 SF
	(4)	55 SF
	(5)	59 SF
	(6)	63 SF
	(7)	67 SF
	(8)	71 SF
	(9)	75 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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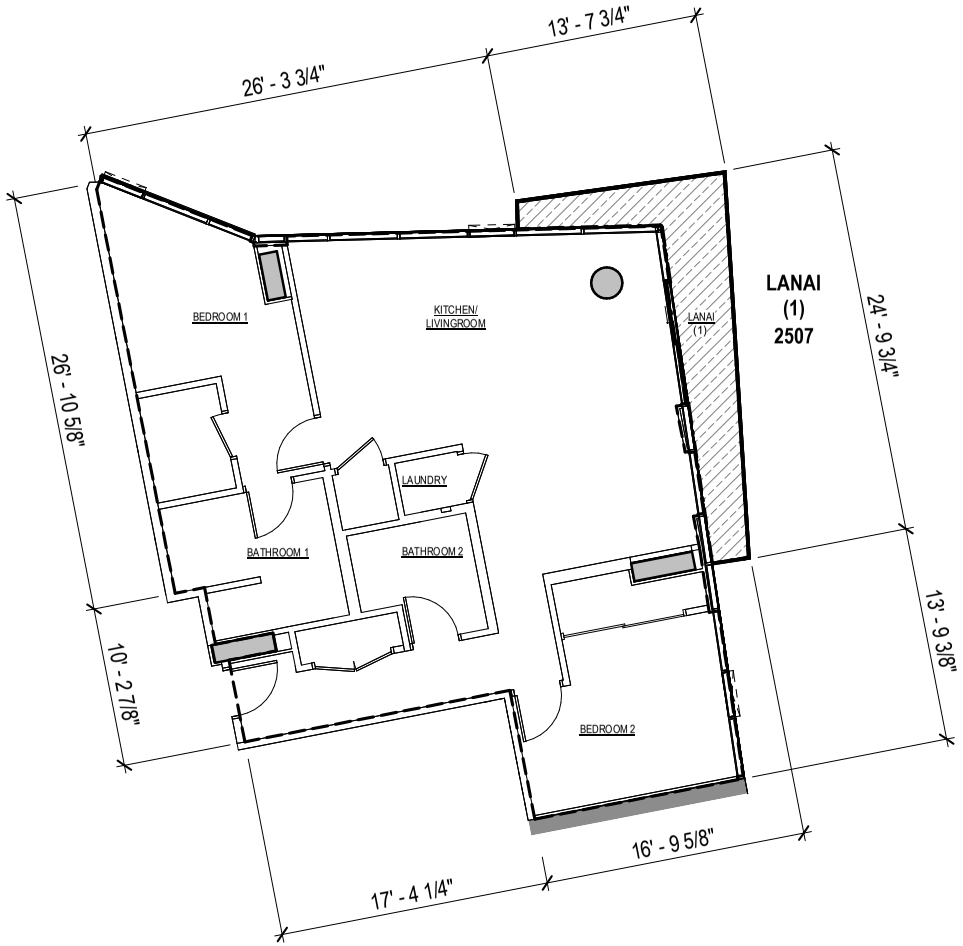
UNIT TYPE T2E2

Date: 11/14/2024

Sheet Number: CPR-334.1



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T2E3

2 BED / 2 BATH

2507, 2607, 2707, 2807, 2907, 3007, 3107, 3207, 3307

NET LIVING AREA		1,153 SF
LANAI AREA	(1)	105 SF
	(2)	105 SF
	(3)	117 SF
	(4)	128 SF
	(5)	138 SF
	(6)	149 SF
	(7)	159 SF
	(8)	170 SF
	(9)	180 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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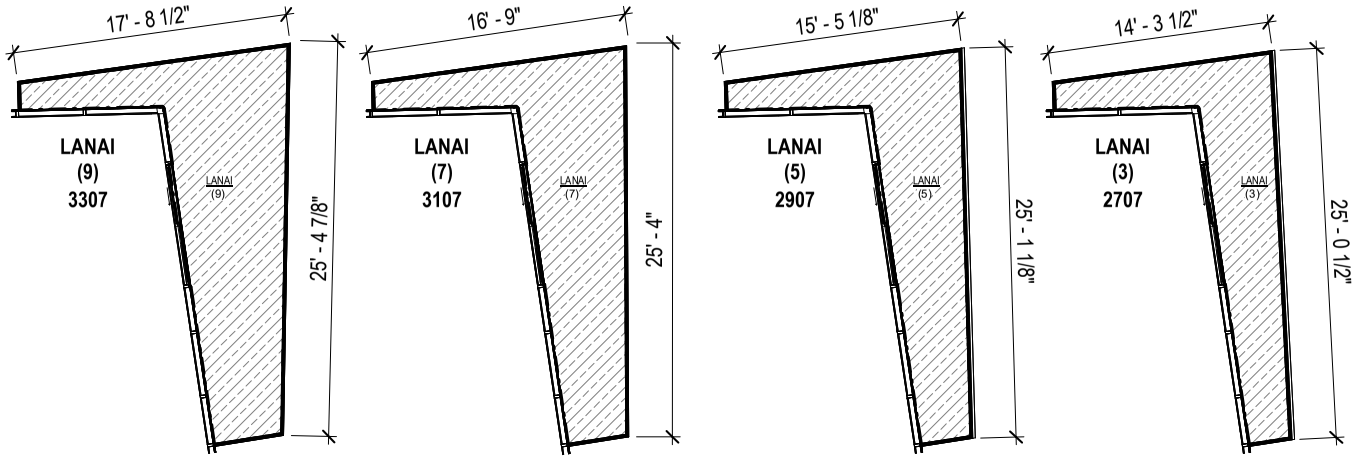
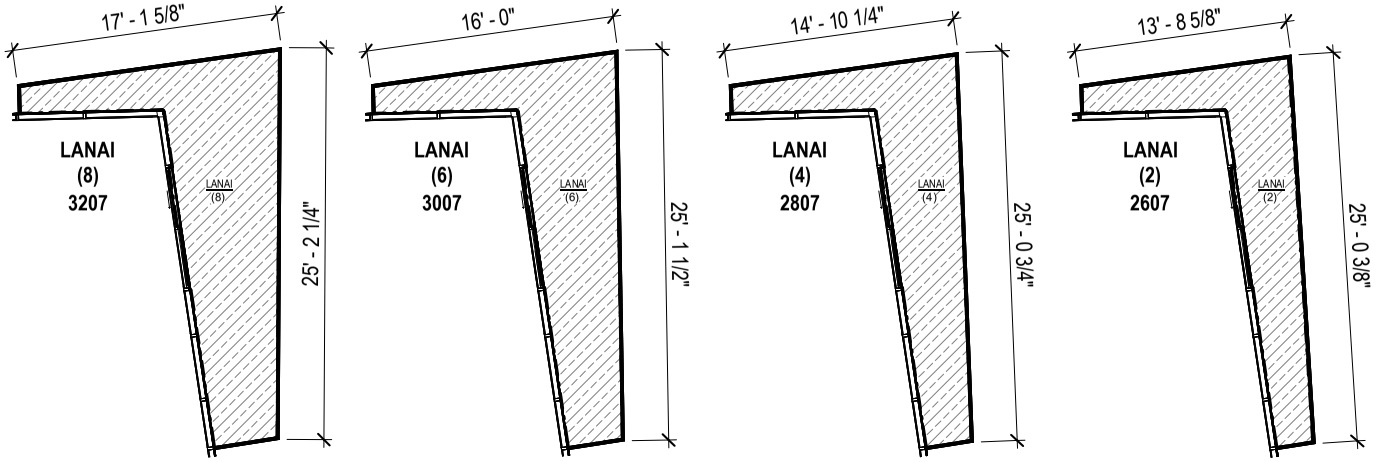
UNIT TYPE T2E3

Date:
11/14/2024

Sheet Number:
CPR-335





LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T2E3

2 BED / 2 BATH

2507, 2607, 2707, 2807, 2907, 3007, 3107, 3207, 3307

NET LIVING AREA		1,153 SF
LANAI AREA	(1)	105 SF
	(2)	105 SF
	(3)	117 SF
	(4)	128 SF
	(5)	138 SF
	(6)	149 SF
	(7)	159 SF
	(8)	170 SF
	(9)	180 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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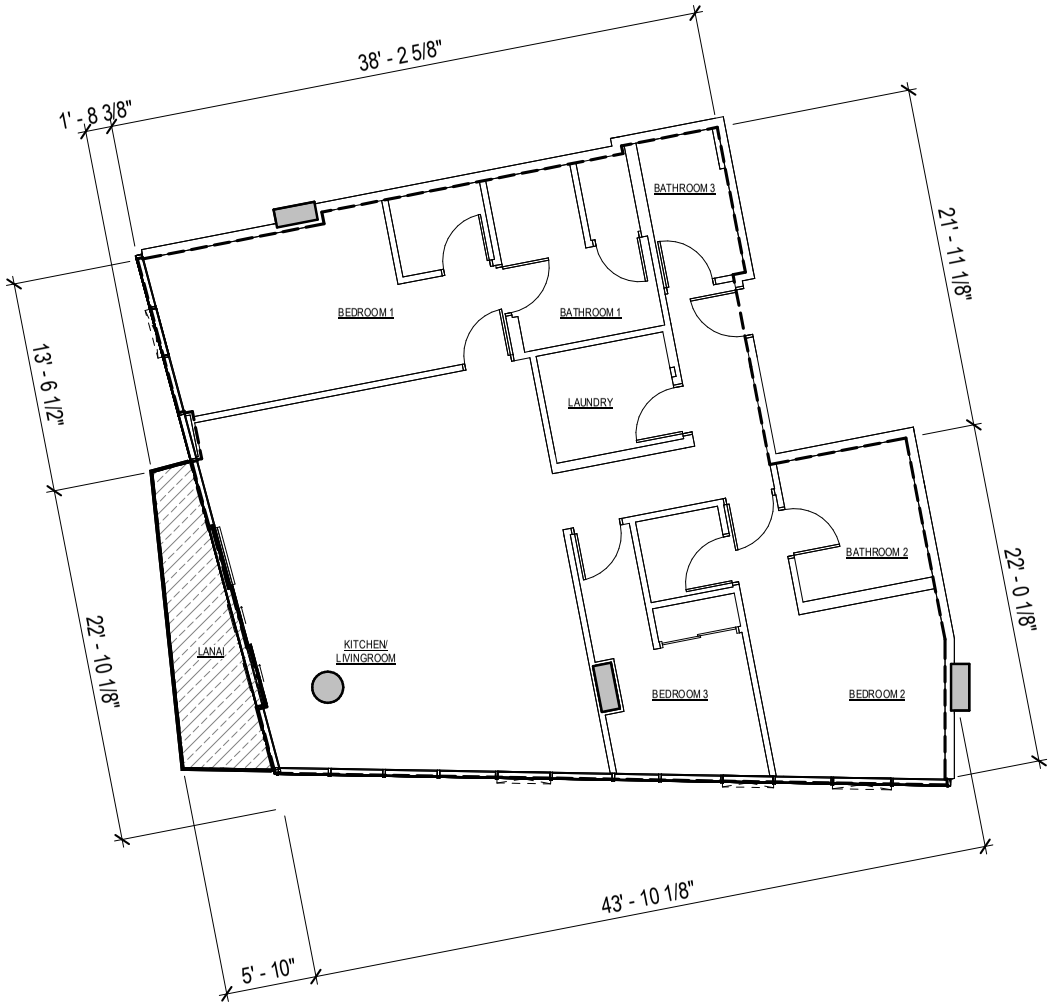
UNIT TYPE T2E3

Date: 11/14/2024

Sheet Number: CPR-335.1



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T3F1

3 BED / 3 BATH

3402, 3502, 3602, 3702

NET LIVING AREA	**1,572 SF**
LANAI AREA	**86 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T3F1

Date:
11/14/2024

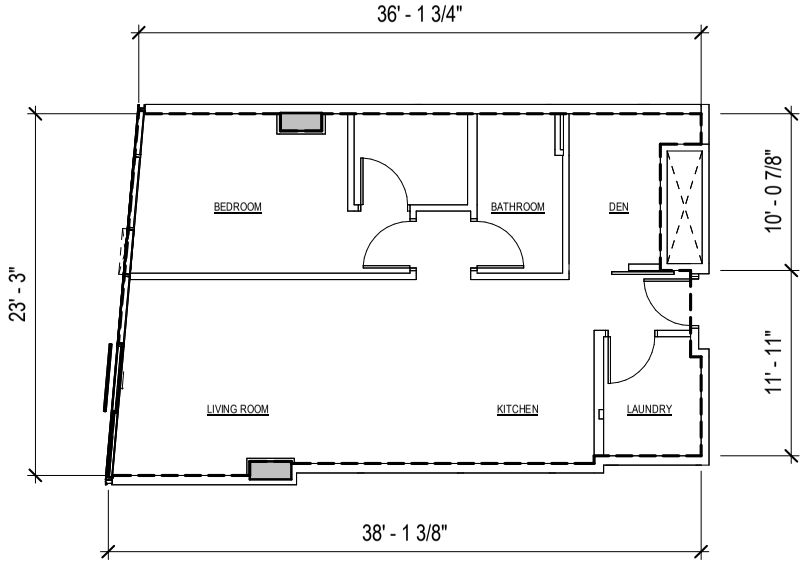
Sheet Number:

CPR-336

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T1F1

1 BED / 1 BATH / DEN

3403, 3503, 3603, 3703

NET LIVING AREA **809 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T1F1

Date:
11/14/2024

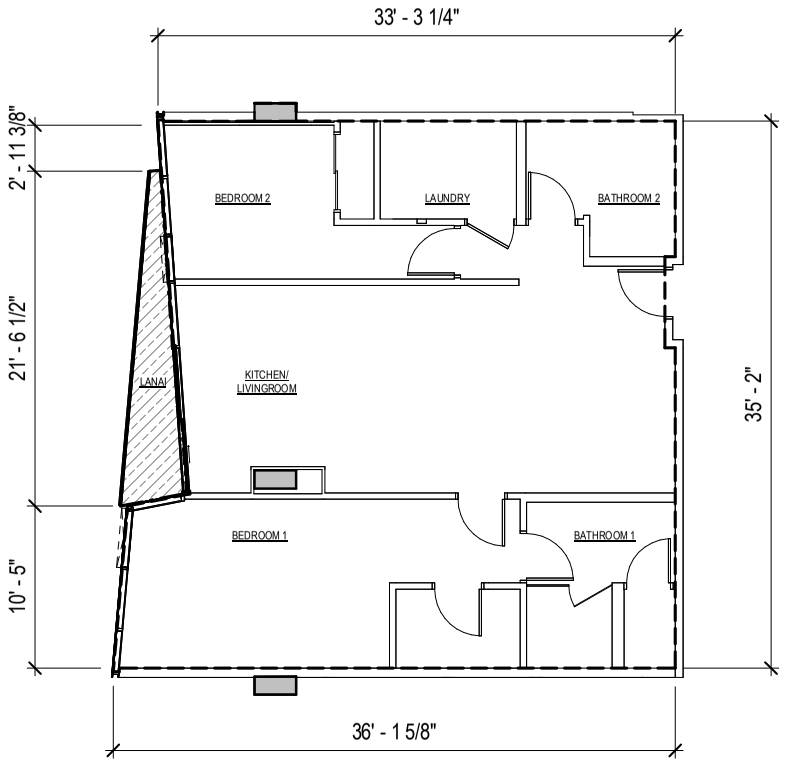
Sheet Number:

CPR-337

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T2F1

2 BED / 2 BATH

3404, 3504, 3604, 3704

NET LIVING AREA	**1,169 SF**
LANAI AREA	**51 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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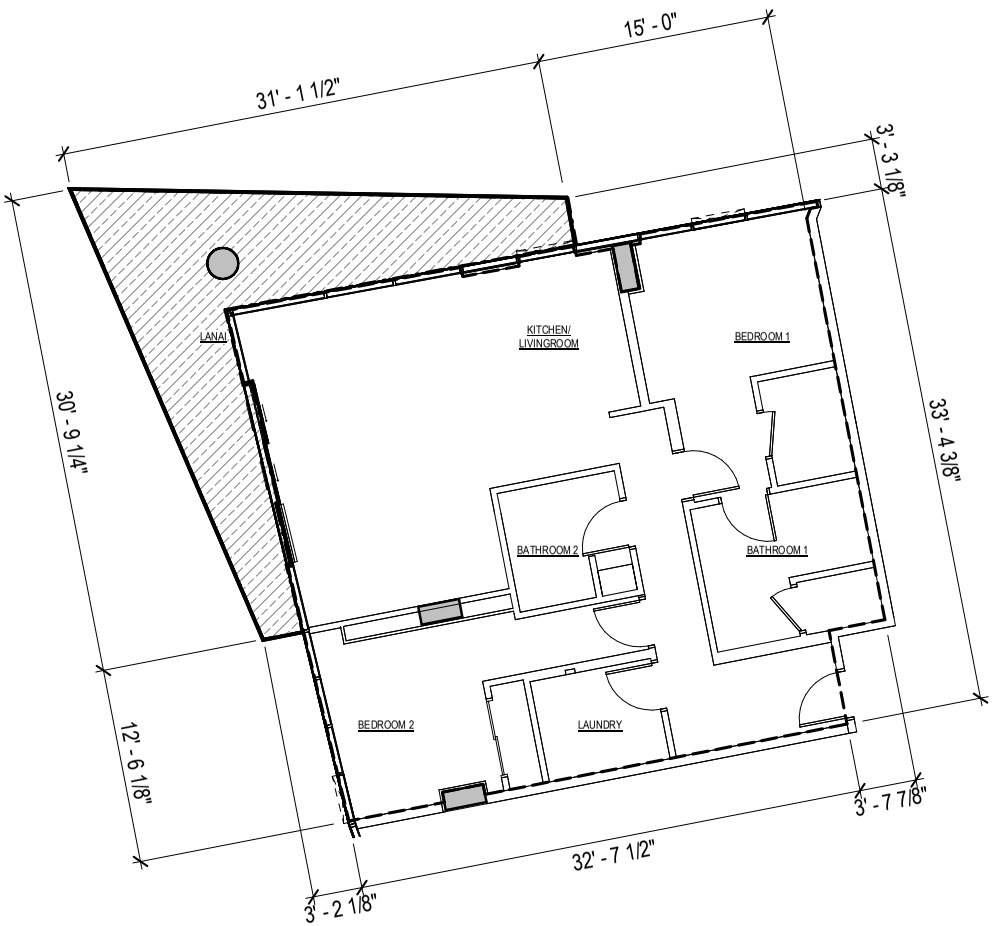
UNIT TYPE T2F1

Date:
11/14/2024

Sheet Number:

CPR-338



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T2F2

2 BED / 2 BATH

3406, 3506, 3606, 3706

NET LIVING AREA	**1,205 SF**
LANAI AREA	**284 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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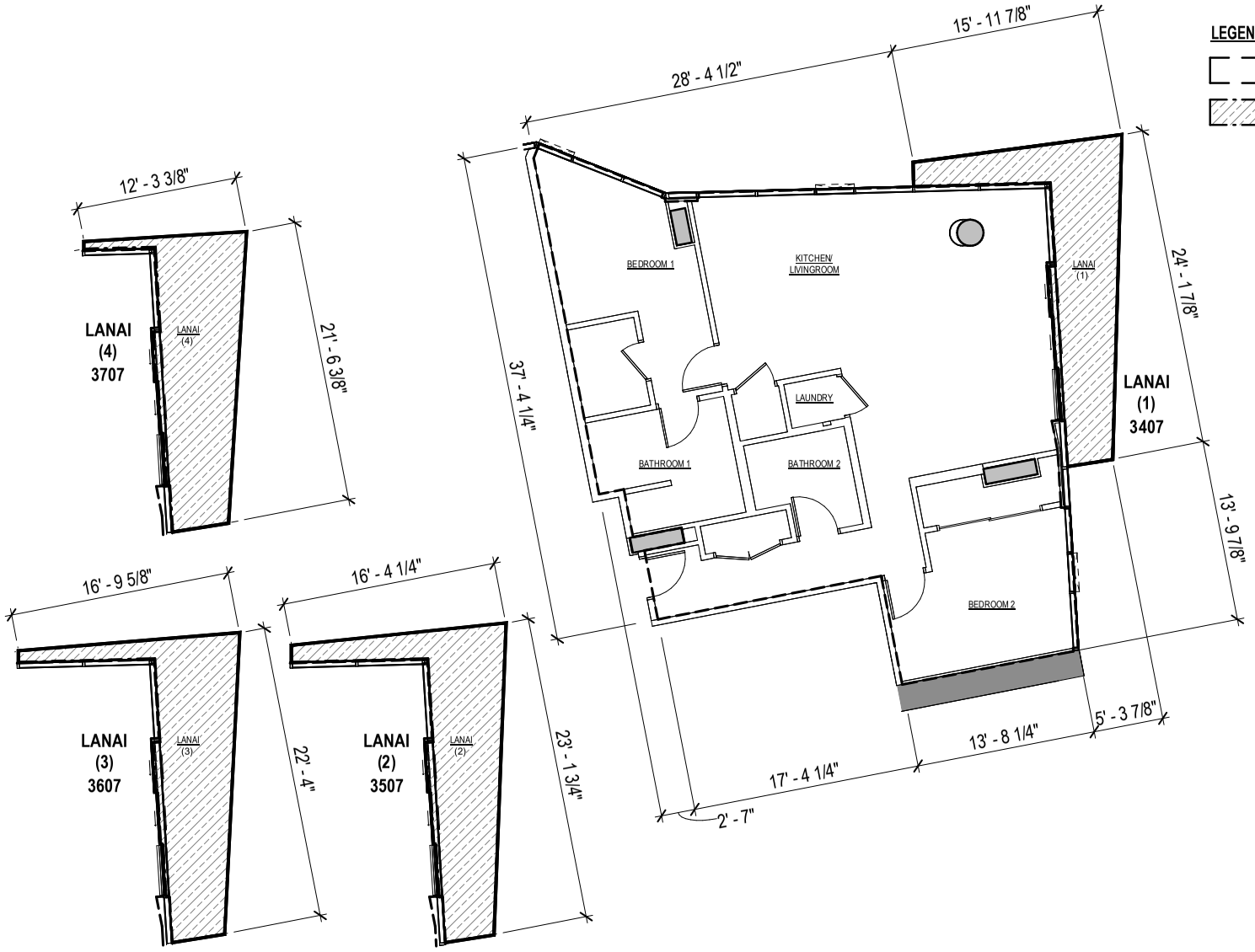
UNIT TYPE T2F2

Date:
11/14/2024

Sheet Number:

CPR-339



UNIT TYPE T2F3
2 BED / 2 BATH

3407, 3507, 3607, 3707

NET LIVING AREA		1,207 SF
LANAI AREA	(1)	140 SF
	(2)	138 SF
	(3)	137 SF
	(4)	134 SF

0' 4'-0" 8'-0" 16'-0"
SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:
JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD
BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU
1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T2F3

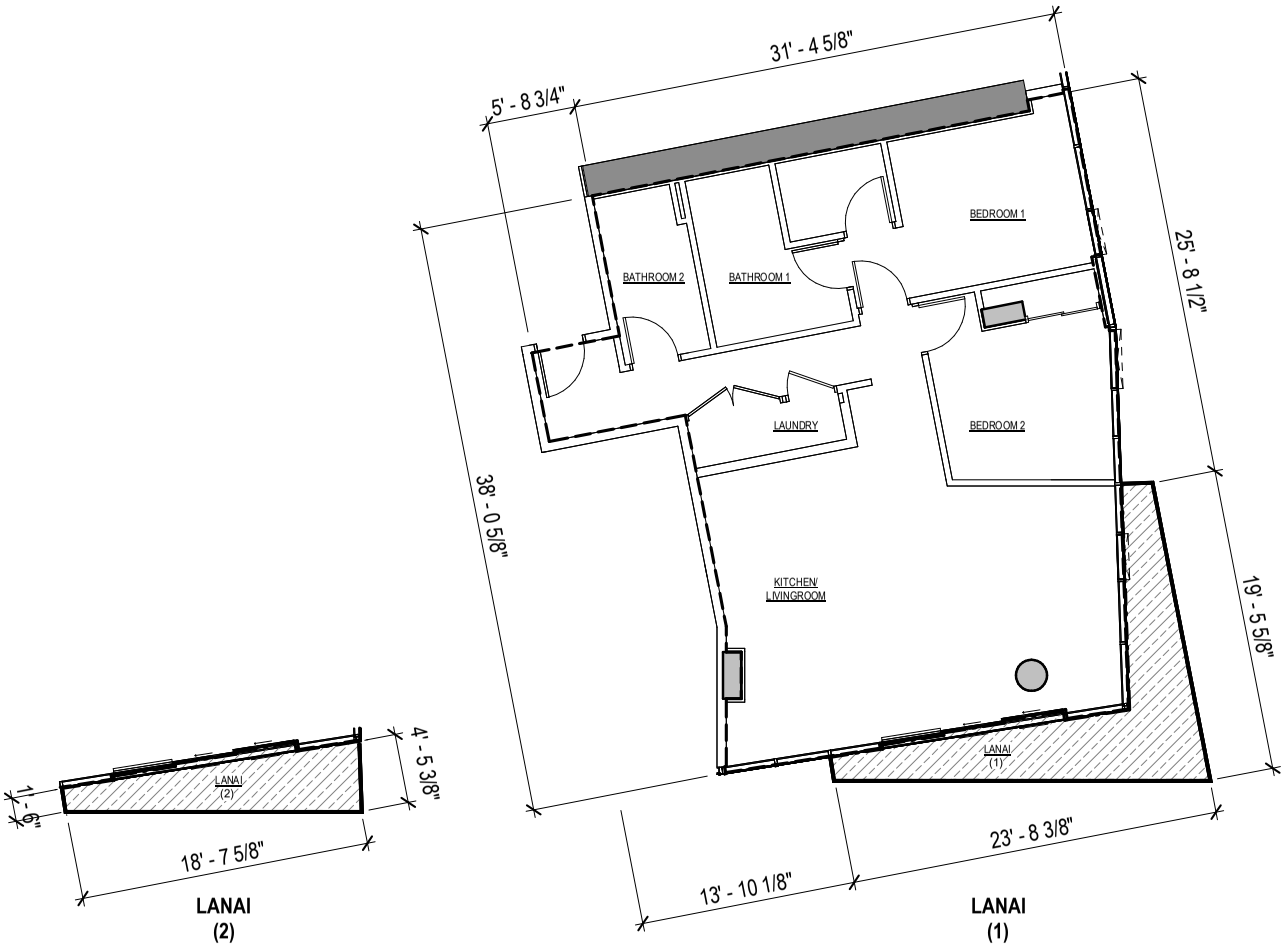
Date:
11/14/2024

Sheet Number:
CPR-340

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



LANAI (2) 3501 3601

LANAI (1) 3401

UNIT TYPE T2F4

2 BED / 2 BATH

3401, 3501, 3601

NET LIVING AREA		1,122 SF
LANAI AREA	(1)	129 SF
	(2)	62 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
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HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

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TMK: 2-3-021: 006

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UNIT TYPE T2F4

Date:
11/14/2024

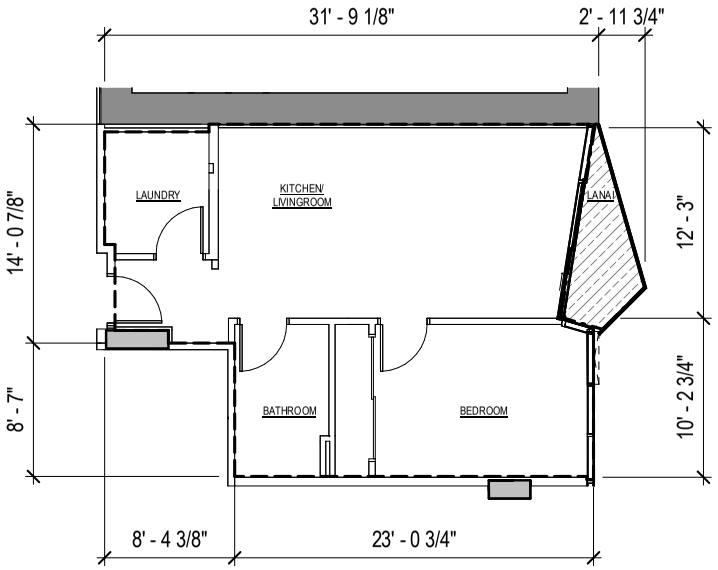
Sheet Number:

CPR-341

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T1G1

1 BED / 1 BATH

3708

NET LIVING AREA	**616 SF**
LANAI AREA	**37 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T1G1

Date:
11/14/2024

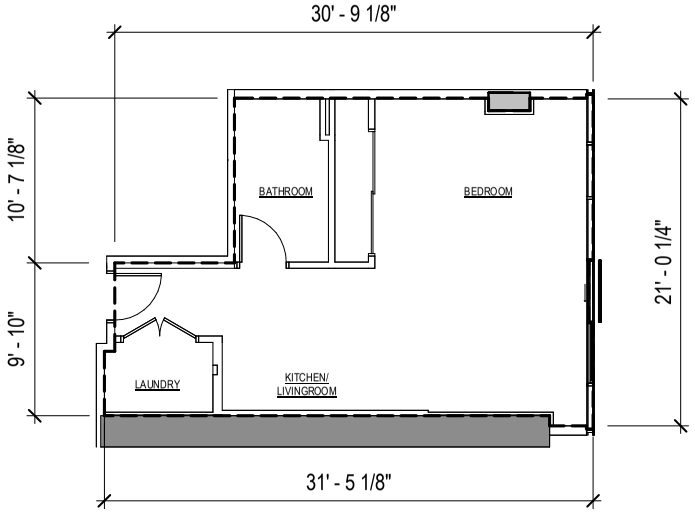
Sheet Number:

CPR-342

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T0G1

0 BED / 1 BATH

3709

NET LIVING AREA **548 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T0G1

Date:
11/14/2024

Sheet Number:

CPR-343

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE P3H1

3 BED / 3.5 BATH / DEN

3802, 3902

NET LIVING AREA	**2,199 SF**
LANAI AREA	**89 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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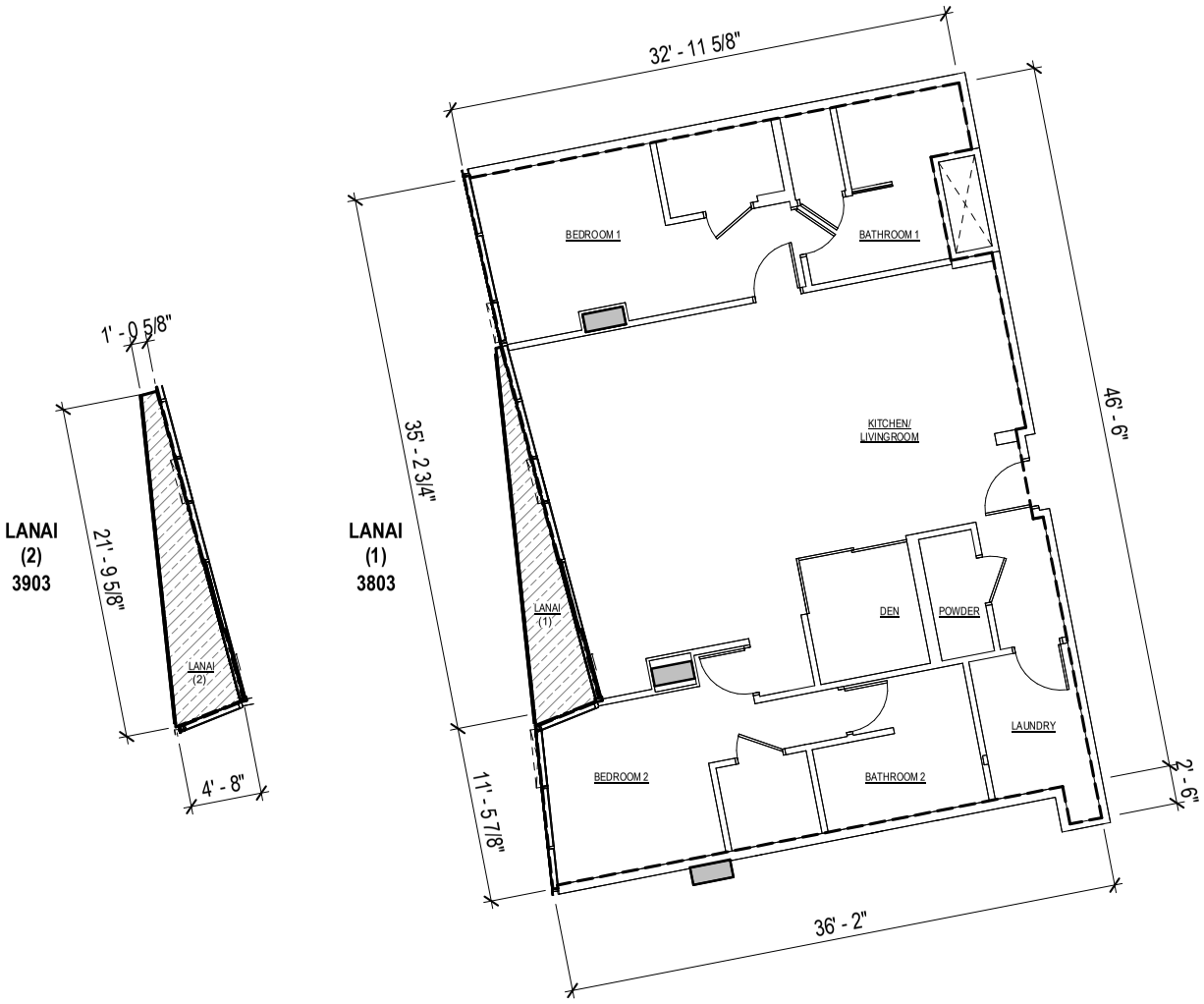
UNIT TYPE P3H1

Date:
11/14/2024

Sheet Number:

CPR-344



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE P2H1

2 BED / 2.5 BATH / DEN

3803, 3903

NET LIVING AREA		1,514 SF
LANAI AREA	(1)	56 SF
	(2)	60 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

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TMK: 2-3-021: 006

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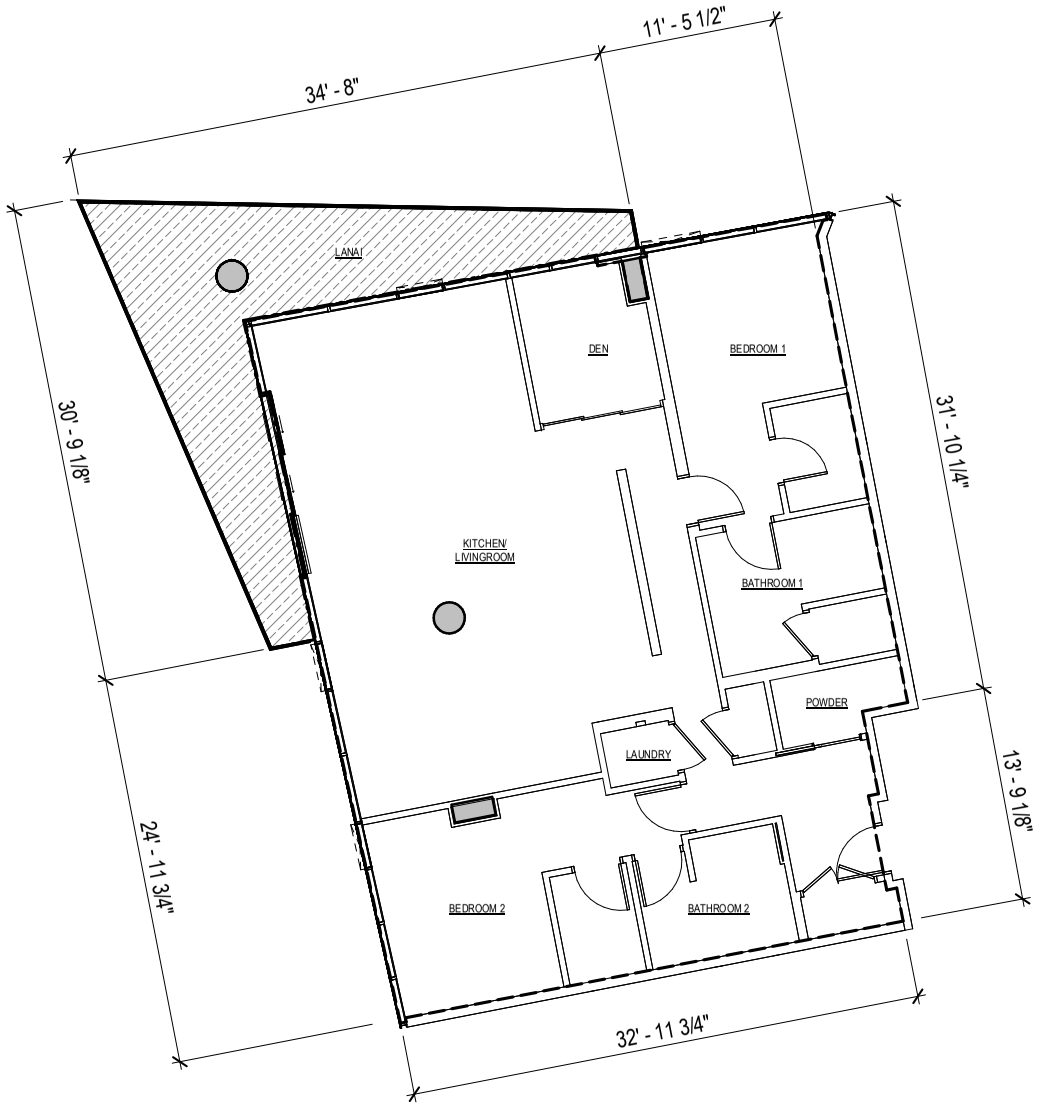
UNIT TYPE P2H1

Date:
11/14/2024

Sheet Number:

CPR-345



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE P2H2

2 BED / 2.5 BATH / DEN

3804, 3904

NET LIVING AREA	**1,618 SF**
LANAI AREA	**301 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
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TMK: 2-3-021: 006

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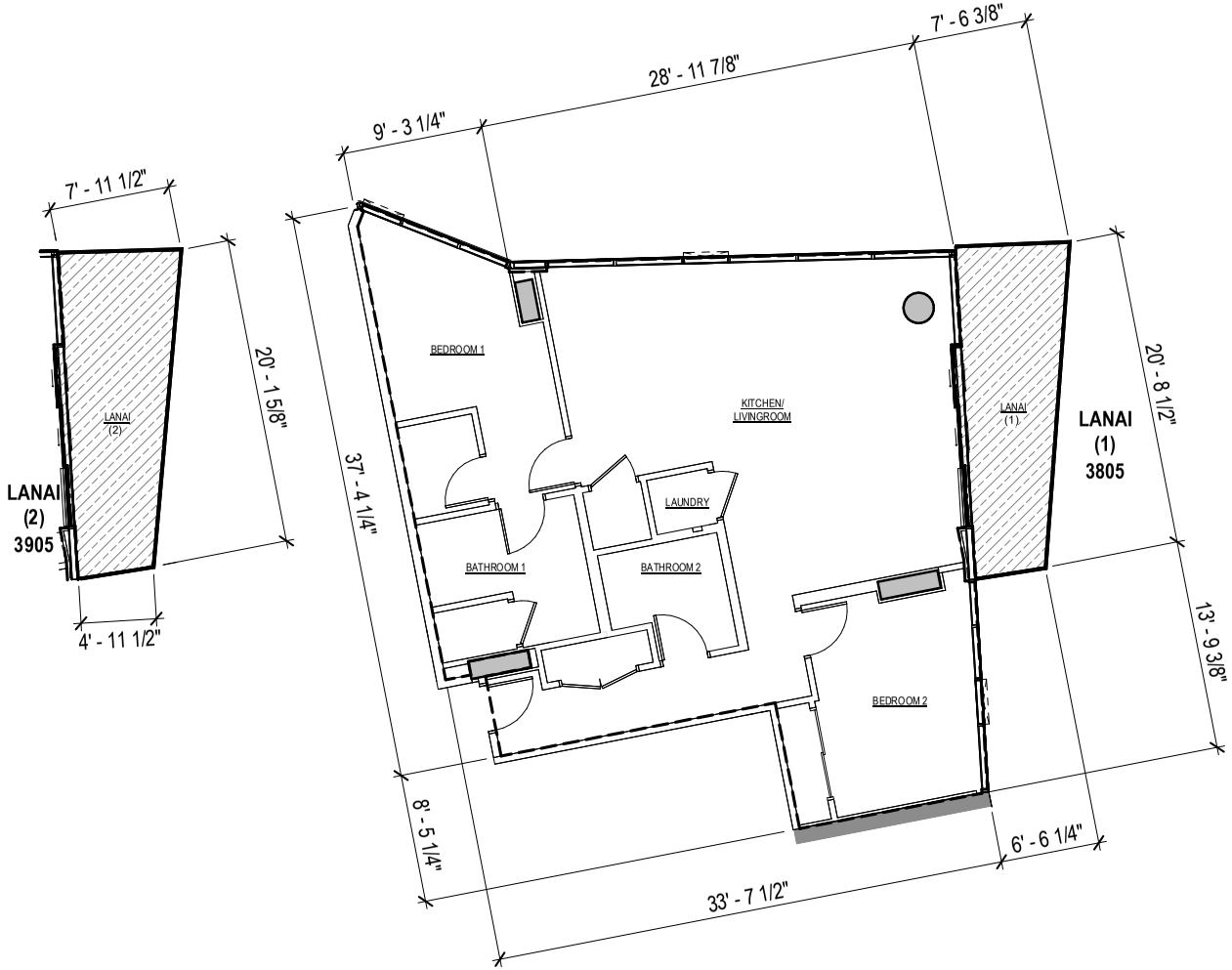
UNIT TYPE P2H2

Date:
11/14/2024

Sheet Number:

CPR-346



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE P2H3

2 BED / 2 BATH

3805, 3905

NET LIVING AREA		1,208 SF
LANAI AREA	(1)	135 SF
	(2)	142 SF

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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600 KAPIOLANI BLVD. SUITE 402B
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MUSE HONOLULU

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UNIT TYPE P2H3

Date:
11/14/2024

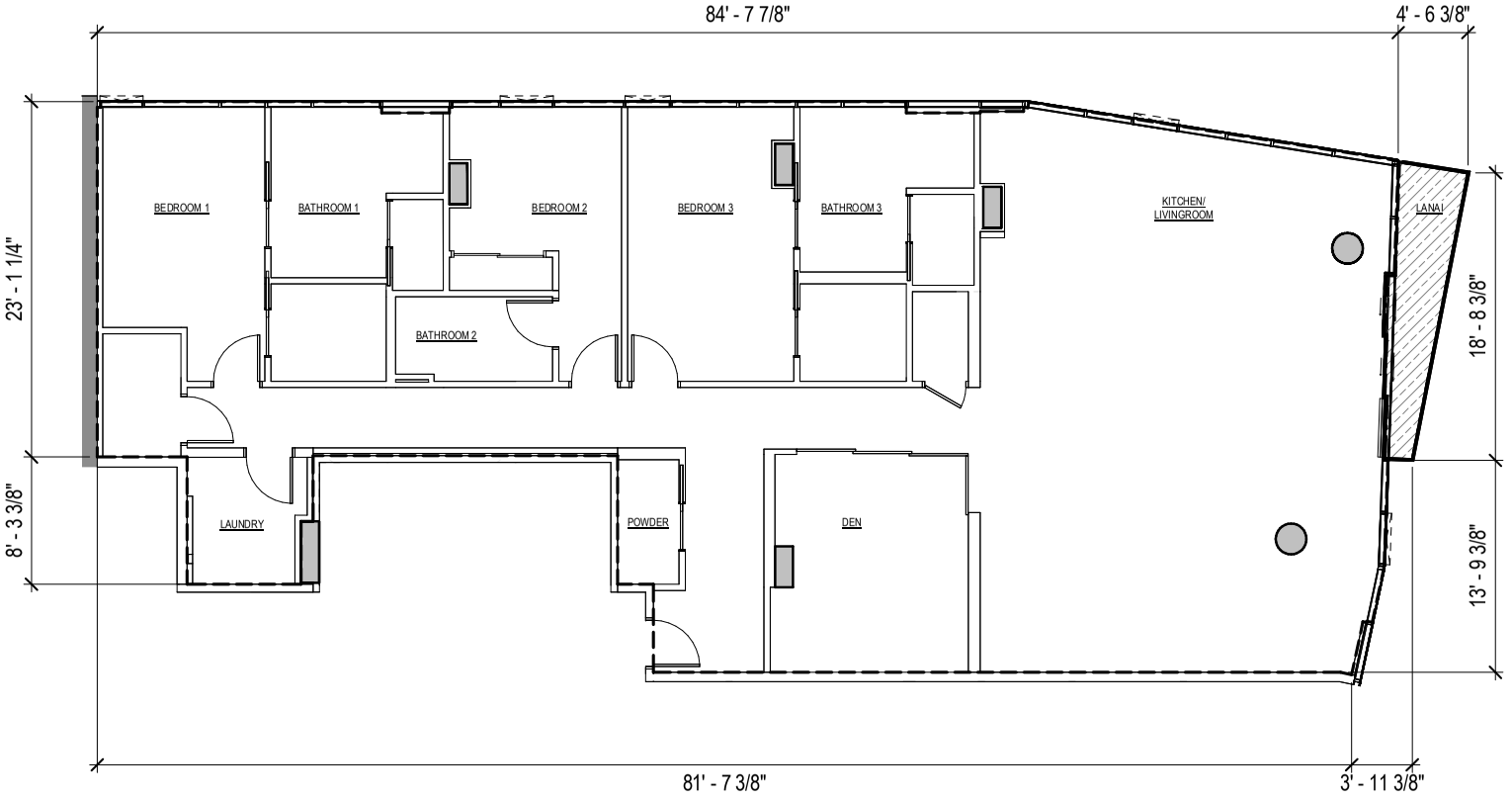
Sheet Number:

CPR-347

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE P3H2

3 BED / 3.5 BATH / DEN

3801, 3901

NET LIVING AREA	**2,631 SF**
LANAI AREA	**62 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE P3H2

Date:
11/14/2024

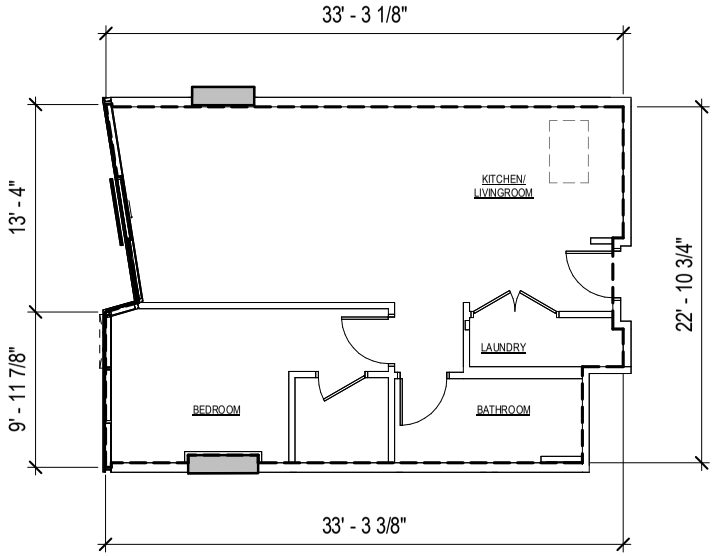
Sheet Number:

CPR-348

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T1C3

1 BED / 1 BATH

1506

NET LIVING AREA **725 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T1C3

Date:
11/14/2024

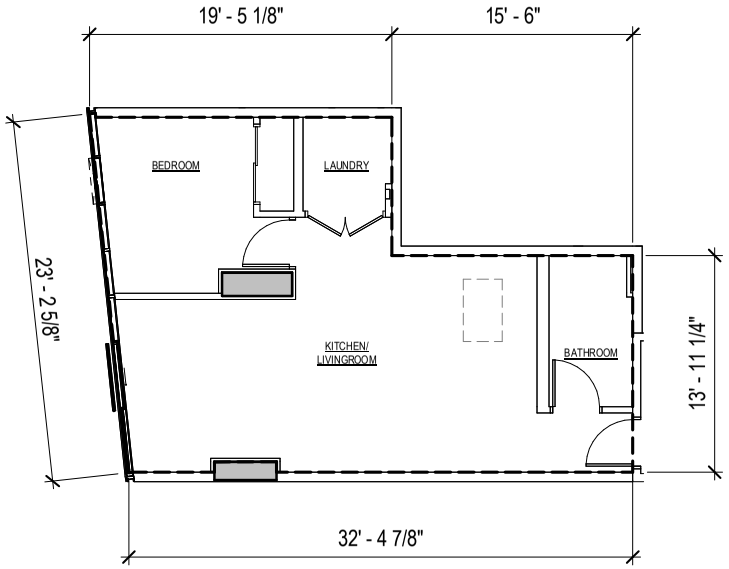
Sheet Number:

CPR-349

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T1C4

1 BED / 1 BATH

1507

NET LIVING AREA **627 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T1C4

Date:
11/14/2024

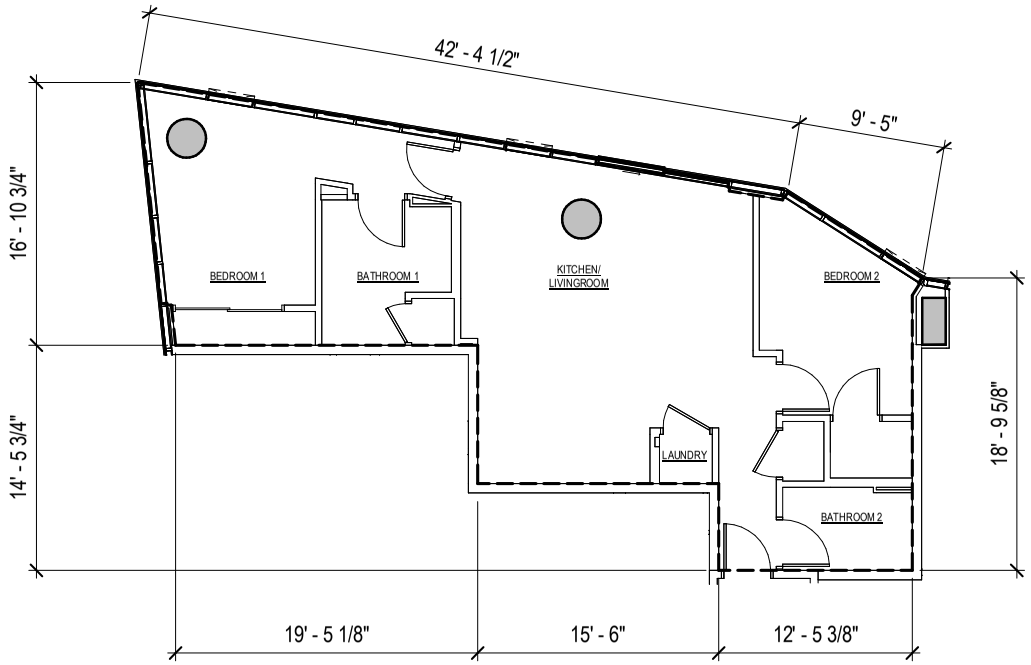
Sheet Number:

CPR-350

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T2C2

2 BED / 2 BATH

1508

NET LIVING AREA **916 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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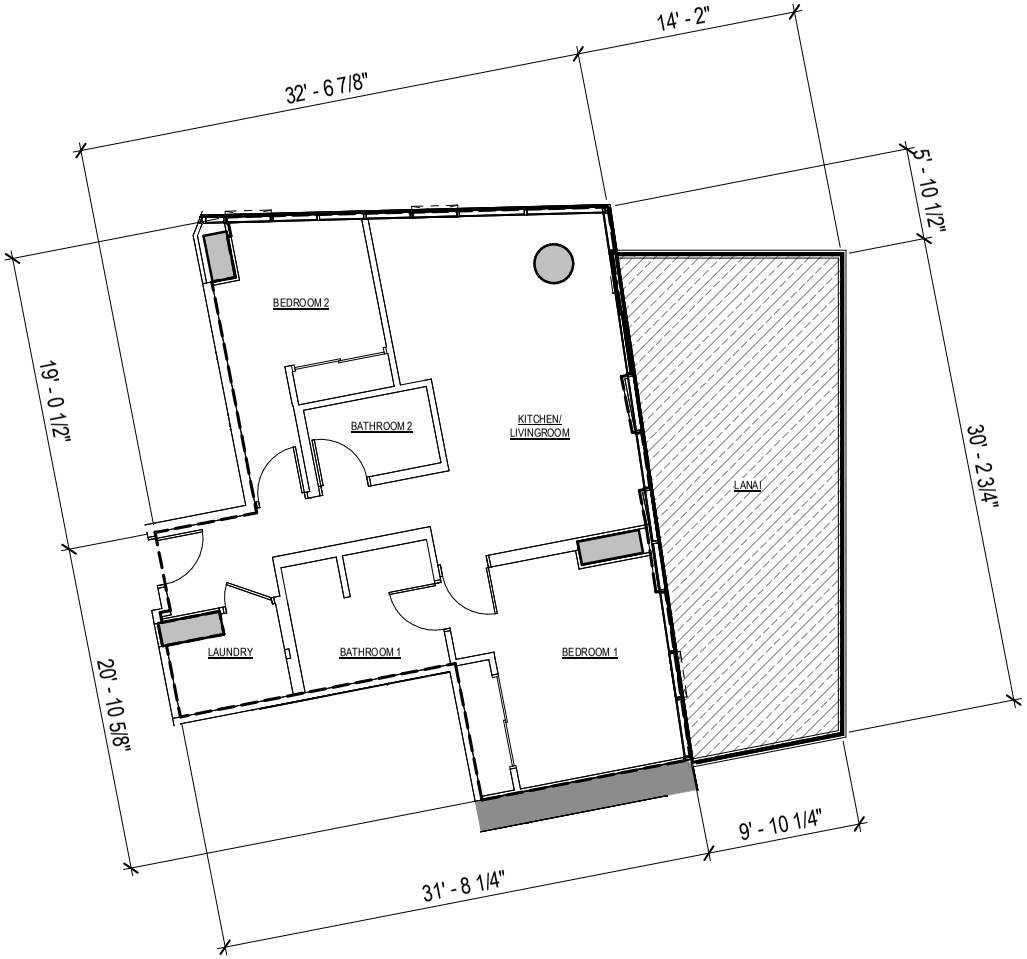
UNIT TYPE T2C2

Date:
11/14/2024

Sheet Number:

CPR-351



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T2C3

2 BED / 2 BATH

1509

NET LIVING AREA	**926 SF**
LANAI AREA	**387 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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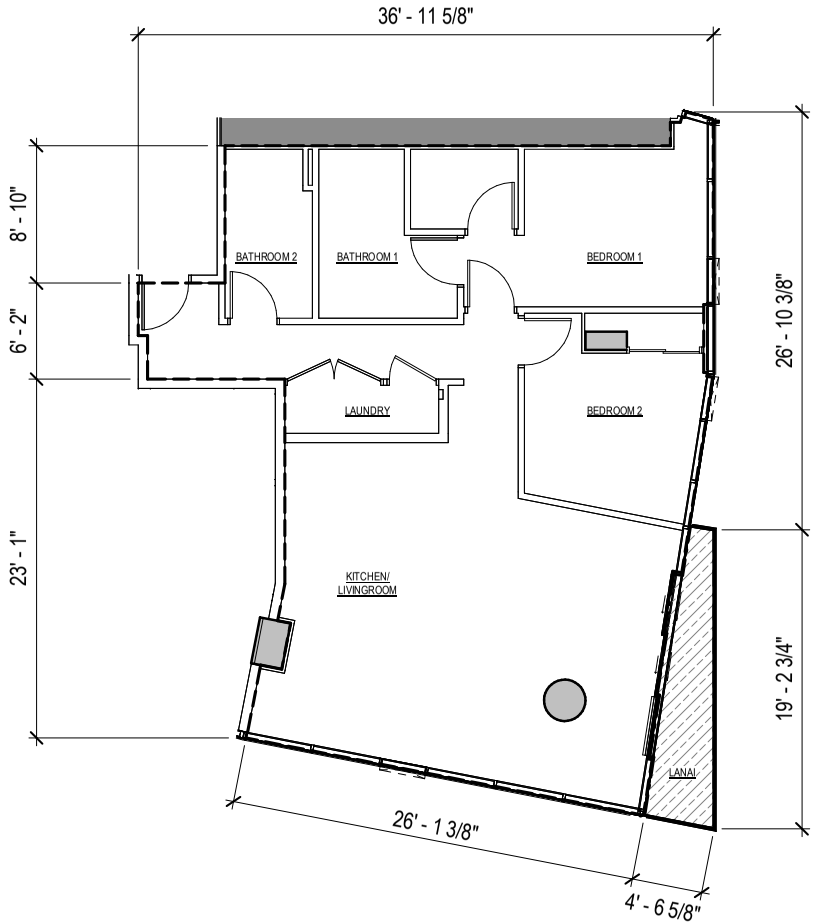
UNIT TYPE T2C3

Date:
11/14/2024

Sheet Number:

CPR-352



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T2C4

2 BED / 2 BATH

1501

NET LIVING AREA	**1,168 SF**
LANAI AREA	**62 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T2C4

Date:
11/14/2024

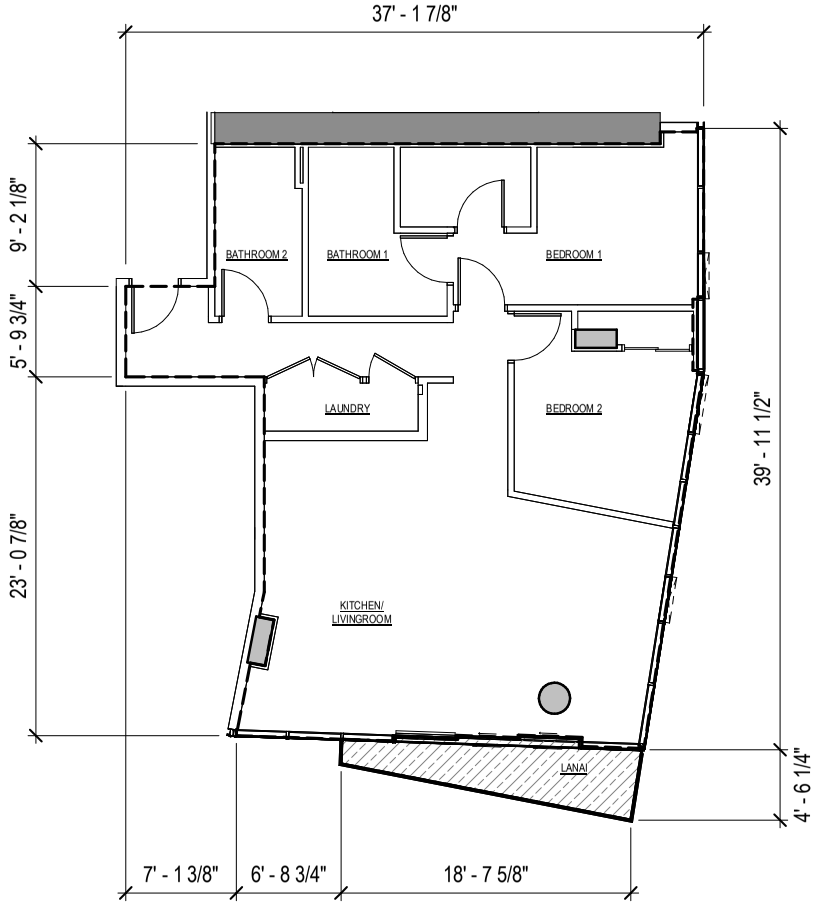
Sheet Number:

CPR-353

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T2G1

2 BED / 2 BATH

3701

NET LIVING AREA	**1,122 SF**
LANAI AREA	**62 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

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TMK: 2-3-021: 006

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UNIT TYPE T2G1

Date:
11/14/2024

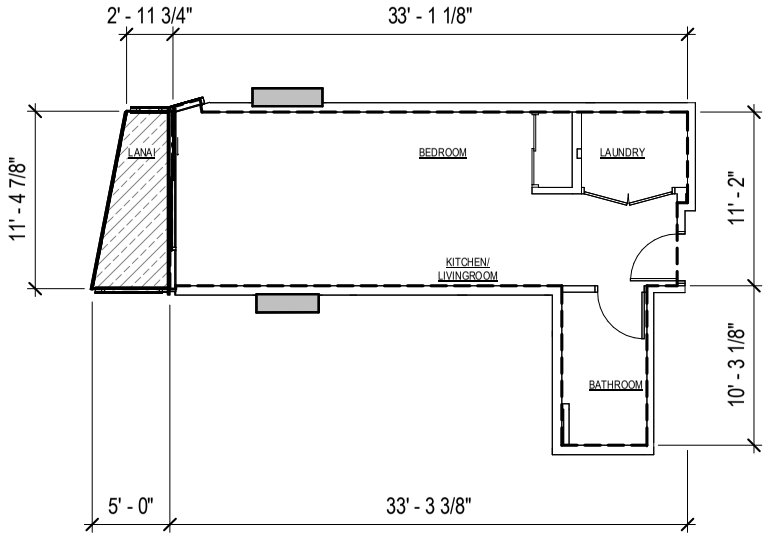
Sheet Number:

CPR-354

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T0C2

0 BED / 1 BATH

1504

NET LIVING AREA	**424 SF**
LANAI AREA	**45 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

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TMK: 2-3-021: 006

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UNIT TYPE T0C2

Date:
11/14/2024

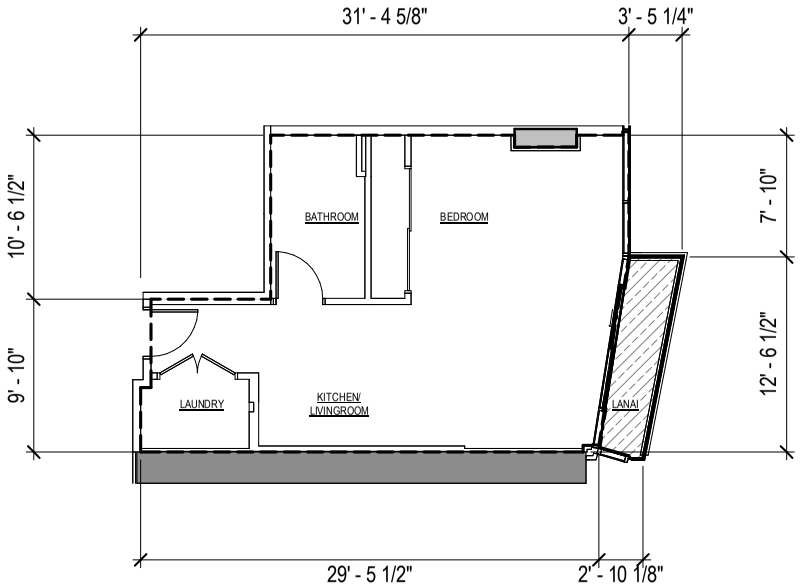
Sheet Number:

CPR-355

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T0C3

0 BED / 1 BATH

1511

NET LIVING AREA	**530 SF**
LANAI AREA	**41 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T0C3

Date:
11/14/2024

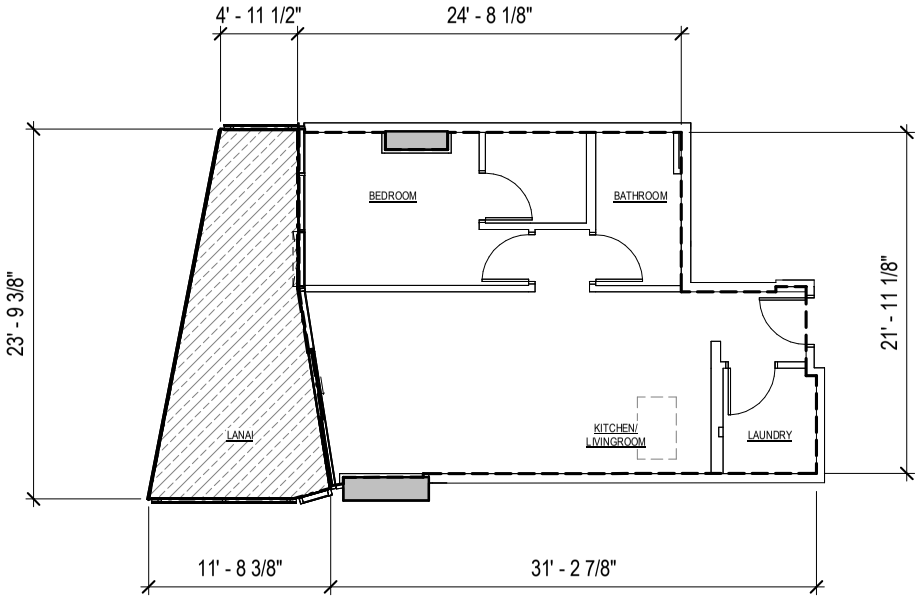
Sheet Number:

CPR-356

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T1C1

1 BED / 1 BATH

1503

NET LIVING AREA	**623 SF**
LANAI AREA	**188 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T1C1

Date:
11/14/2024

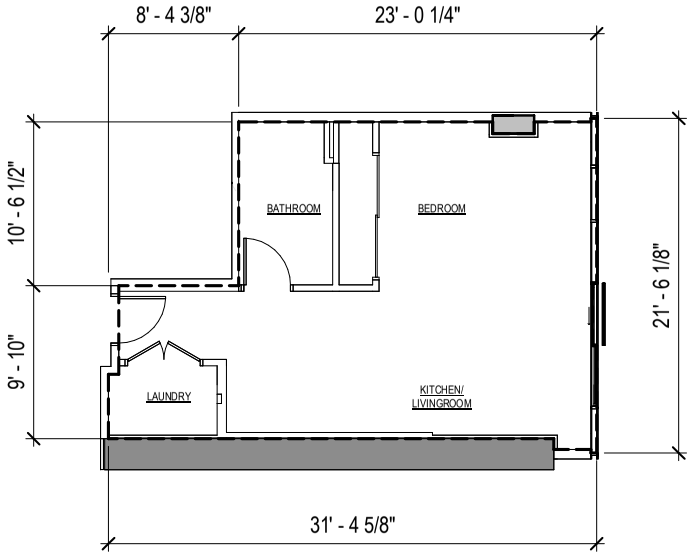
Sheet Number:

CPR-357

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T0F1

0 BED / 1 BATH

3409, 3509, 3609

NET LIVING AREA **547 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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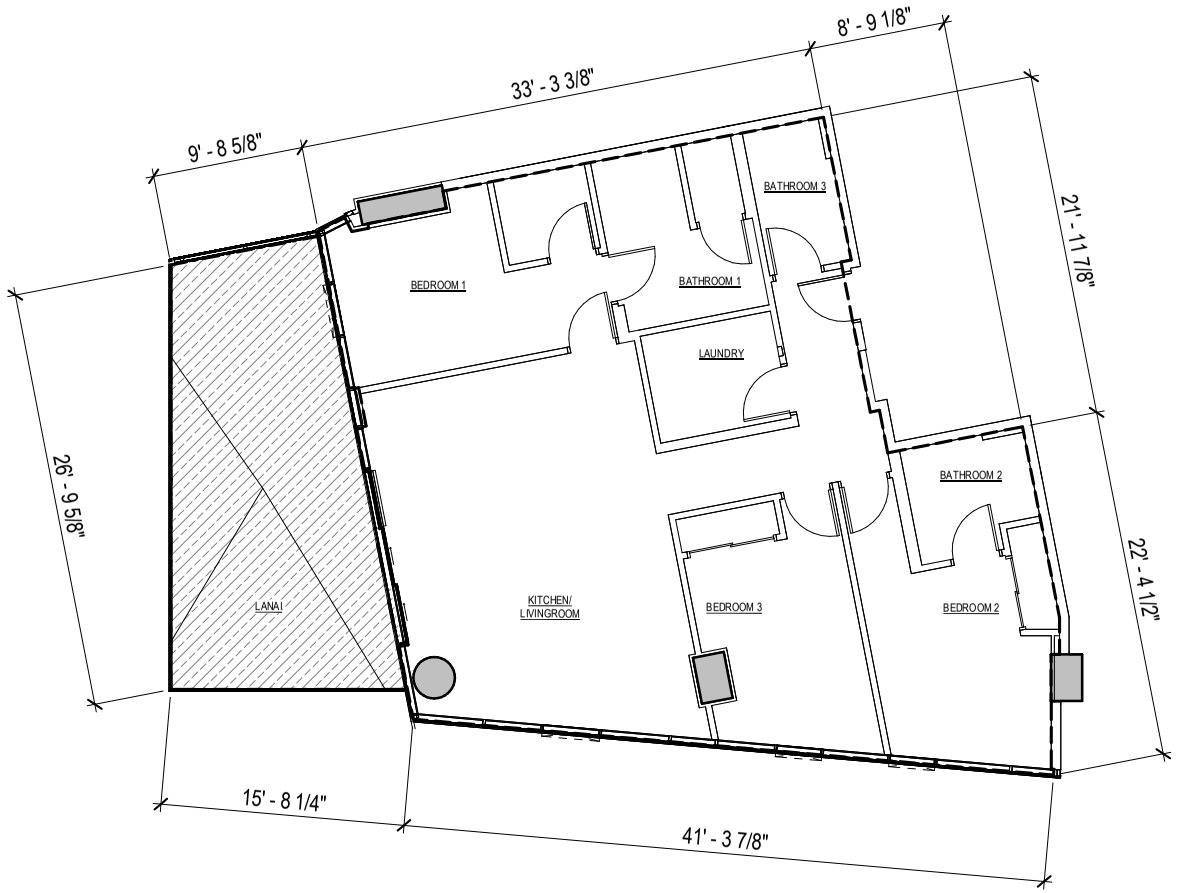
UNIT TYPE T0F1

Date:
11/14/2024

Sheet Number:

CPR-358



LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT

UNIT TYPE T3C1

3 BED / 3 BATH

1502

NET LIVING AREA	**1,410 SF**
LANAI AREA	**352 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T3C1_L15

Date:
11/14/2024

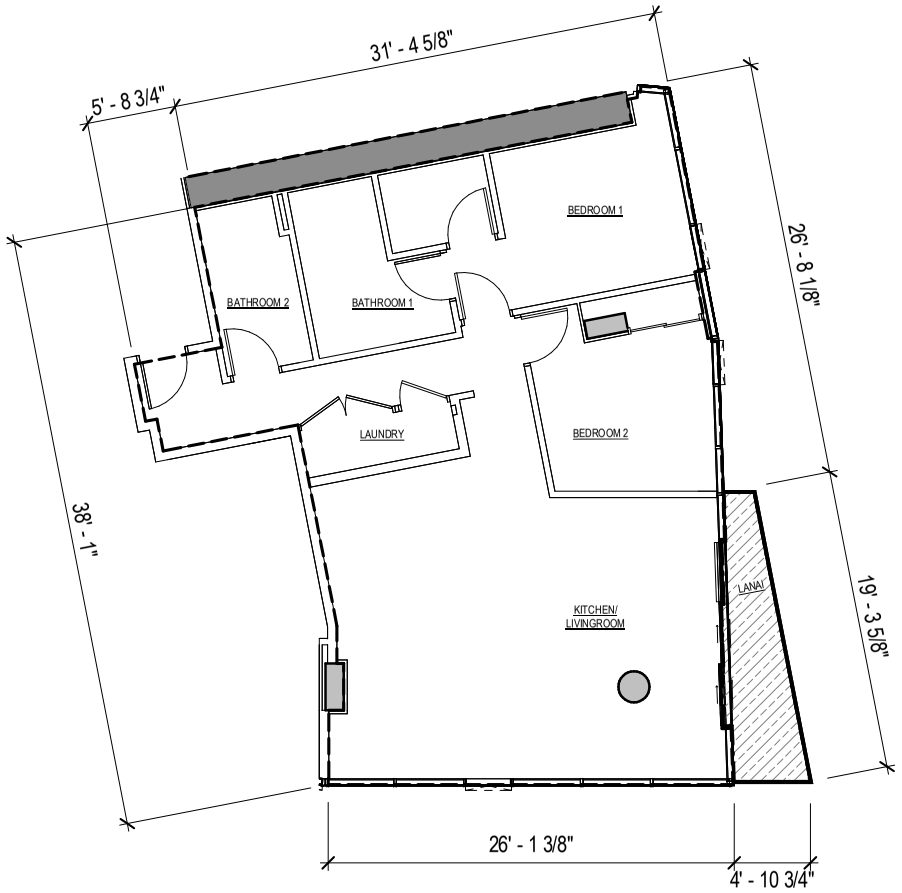
Sheet Number:

CPR-359

LEGEND:

RU: RESIDENTIAL UNIT

LCE-RU: RESIDENTIAL UNIT LIMITED COMMON ELEMENT



UNIT TYPE T2E4

2 BED / 2 BATH

2501, 2601, 2701, 2801, 2901, 3001, 3101, 3201, 3301

NET LIVING AREA	**1,168 SF**
LANAI AREA	**68 SF**

0' 4'-0" 8'-0" 16'-0"

SCALE: 1/8"= 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

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UNIT TYPE T2E4

Date:
11/14/2024

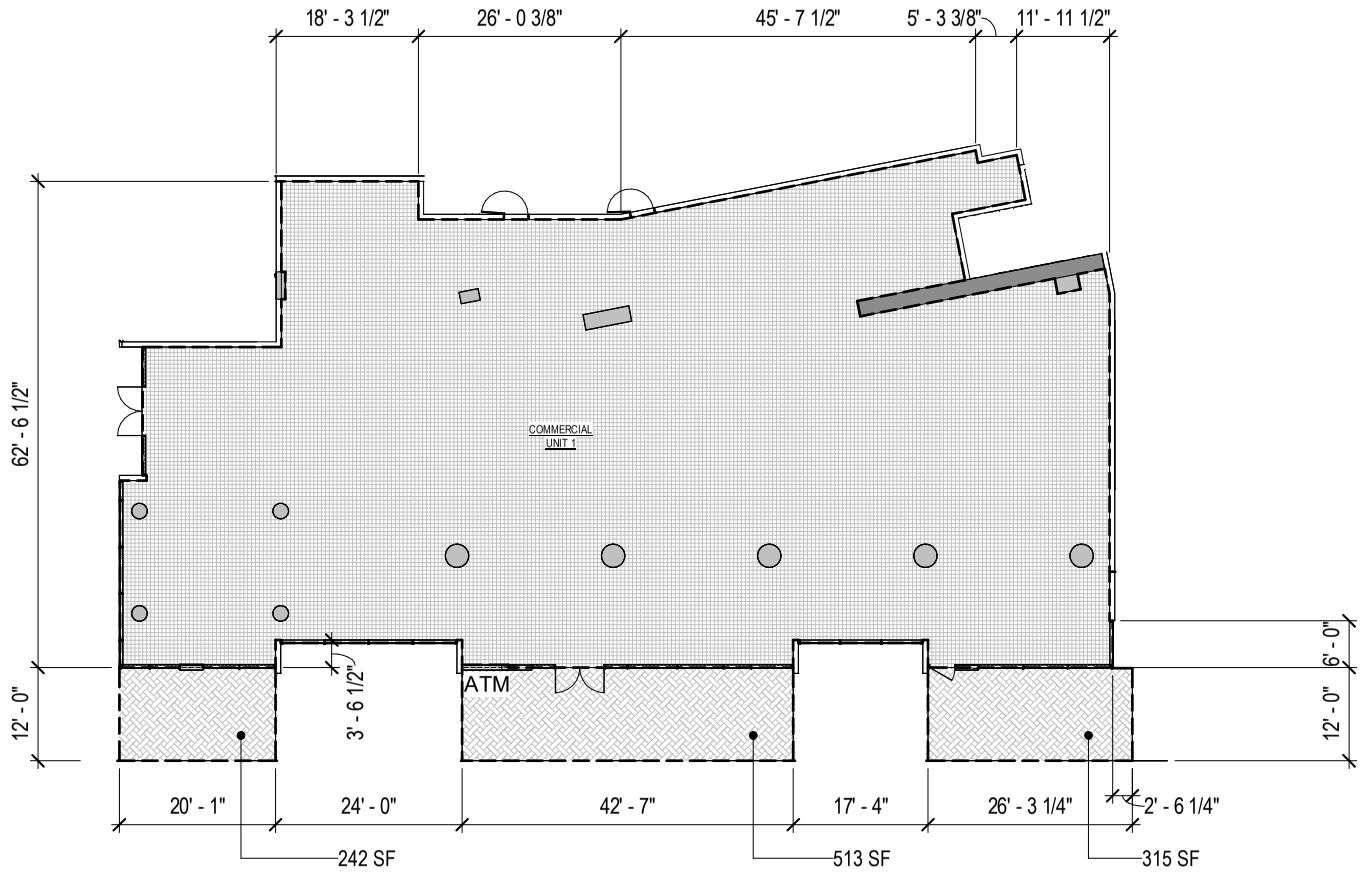
Sheet Number:

CPR-360

LEGEND:

CU : COMMERCIAL UNIT

LCE-CU: COMMERCIAL UNIT LIMITED COMMON ELEMENT



COMMERCIAL UNIT 1

AREA	6,939 SF
LIMITED COMMON AREA	1,070 SF

0' 16'-0" 32'-0" 64'-0"

SCALE: 1/16" = 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

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600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

DISCLAIMER:
This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) the parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element all as required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.

COMMERCIAL UNIT 1

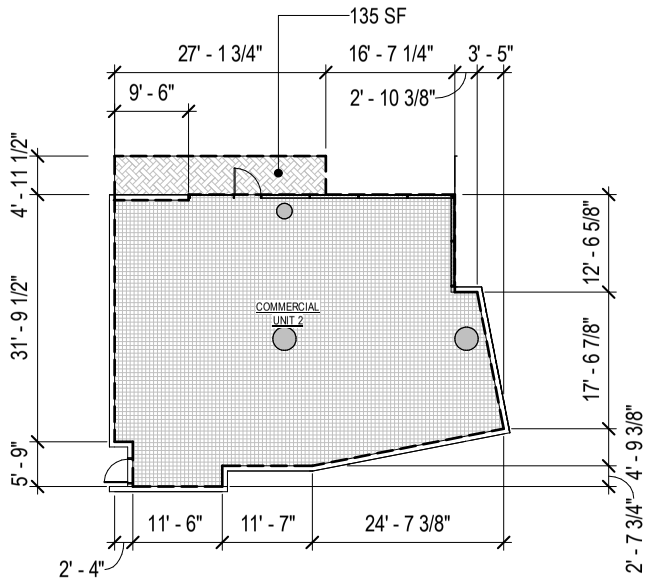
Date:
11/14/2024

Sheet Number:
CPR-361

LEGEND:

CU : COMMERCIAL UNIT

LCE-CU: COMMERCIAL UNIT LIMITED COMMON ELEMENT



COMMERCIAL UNIT 2

AREA	**1,595 SF**
LIMITED COMMON AREA	**135 SF**

0' 16'-0" 32'-0" 64'-0"

SCALE: 1/16" = 1'-0"

JL CAPITAL

OWNER:

JL CAPITAL
1440 KAPIOLANI BLVD, SUITE 1509
HONOLULU, HI 96814
808.445.9080

ARCHITECT OF RECORD

BENJAMIN WOO ARCHITECTS.
600 KAPIOLANI BLVD. SUITE 402B
HONOLULU, HAWAII 96813
808.591.6616

MUSE HONOLULU

1538 KAPIOLANI BOULEVARD HONOLULU, HAWAII 98614
TMK: 2-3-021: 006

DISCLAIMER:
This Condominium Map, which includes this sheet, is intended to show: (1) a site plan for the project, depicting the location, layout, and access to a public road of all buildings included or anticipated to be included in the project, and depicting access for the units to a public road or to a common element leading to a public road; (2) elevations and floor plans of all buildings in the project; (3) the layout, location, boundaries, unit numbers, and dimensions of the units; (4) the parking plan for the project, showing the location, layout, and stall numbers of all parking stalls included in the project; (5) the layout, location, and numbers or other identifying information of the limited common elements; and (6) a description in sufficient detail to identify any land area that constitutes a limited common element all as required to be shown pursuant to Section 514B-33 of the Hawaii Revised Statutes. This Condominium Map is not intended and shall not be interpreted as creating any obligation to construct or install any improvements, amenities, or facilities that may be depicted herein, and no person may rely in any way on any other detail or other matter depicted herein. This Condominium Map shall not be deemed to contain any representation or warranty whatsoever.

COMMERCIAL UNIT 2

Date:
11/14/2024

Sheet Number:

CPR-362

Section VI

Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney "Specimen Unit Deed"

LAND COURT SYSTEM | REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL ( ) PICK UP ( )

Tax Map Key No. (1) 2-3-021:006 CPR No. _____ Total Pages:_____
Unit No. _____

MUSE HONOLULU

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

THIS INDENTURE, made this _____ day of _____, 20___, by and between **1538 KAPIOLANI, LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is 1388 Kapiolani Boulevard, Suite 101, Honolulu, Hawaii 96814 ("Grantor"), and _____, _____, whose address is _____ ("Grantee").

W I T N E S S E T H:

That Grantor, in consideration of the sum of TEN AND NO/100 UNITED STATES DOLLARS (U.S. $10.00), and other good and valuable consideration to Grantor paid by Grantee, receipt whereof is hereby acknowledged, and of the promises and covenants hereinafter set forth and on the part of Grantee to be faithfully observed and performed, does hereby grant, bargain, sell and convey unto Grantee, as _____, the real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), and the reversions, remainders, rents, issues and profits thereof, and all of the estate, title and interest of Grantor, both at law and in equity, therein and thereto;

The Property hereby conveyed comprises a portion of the MUSE HONOLULU condominium project (the "Project"), as established by that certain Declaration of Condominium Property Regime of Muse Honolulu dated January 6, 2025, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-12820193, as the same may be amended from time to time (the "Declaration"). The Project consists of that certain land situate at Pawaa-Kai, Honolulu, City and County of Honolulu, State of Hawaii, together with the improvements located thereon, as more particularly described in and subject to the Declaration.

TO HAVE AND TO HOLD the same unto Grantee, according to the tenancy and estate hereinabove set forth, in fee simple, absolutely and forever, subject to the covenants, conditions, and restrictions contained in the Declaration, the Bylaws of the Association of Unit Owners of Muse Honolulu dated January 6, 2025, filed in said Office as Document No. T-12820194, as the same may be amended from time to time (the "Bylaws"), and the Rules and Regulations of the Association of Owners of Muse Honolulu adopted on _____, as the same may be amended from time to time (the "House Rules"), all of which are incorporated herein by reference and made a part hereof.

The Property shall at all times be used only for the purposes described in the Declaration.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Property and the rights granted, bargained, sold and conveyed as herein mentioned; and Grantor has good right to grant, bargain, sell and convey the same in the manner set forth herein; and that the same are free and clear of and from all encumbrances created or suffered by Grantor, except for the encumbrances set forth in said Exhibit "A", and except for the lien of real property taxes not yet by law required to be paid; and Grantor shall WARRANT AND DEFEND the same unto Grantee, forever, against the lawful claims and demands of all persons claiming through Grantor, except as herein set forth.

Grantee hereby covenants and agrees, for the benefit of the owners from time to time of all other condominium units in the Project, to at all times observe, perform, comply with and abide by all of the terms, covenants, conditions, agreements, obligations and restrictions set forth in the Declaration, the Bylaws, and the House Rules, and does hereby accept and approve the Declaration, the Bylaws, and the House Rules; and Grantee will indemnify and save harmless Grantor from any failure to observe and perform any of such terms, covenants, conditions, agreements, obligations and restrictions for so long as the Declaration, the Bylaws, and the House Rules exist and are in effect.

Grantee further acknowledges and agrees that Grantee has examined and has approved the following Project documents (and any and all supplements, addenda, and amendments to said documents): the Declaration, the Bylaws and the Project Condominium Map No. 2614, as the same may be amended from time to time ("Condominium Map"), the House Rules, the Project Escrow Agreement, the disclosures and disclaimers in the Muse Honolulu Sales Contract for the Property, and the Developer's Public Report with an effective date of February 26, 2025 issued by the Real Estate Commission of the State of Hawaii, as amended. In addition, Grantee recognizes that Grantee has made certain acknowledgements and agreements in the Muse Honolulu Sales Contract for the Property, including any and all supplements, addenda and amendments thereto, which shall survive the recordation of this Deed.

Grantor, as Developer of the Project, does hereby reserve unto itself, its successors and assigns, the rights reserve to it in the Declaration, the Bylaws, and the House Rules. Grantee does hereby acknowledge and consent to the exercise of said reserved rights, including any rights to assign such Developer's reserved rights. Grantee hereby further consents to the filing at said Office of any and all documents necessary to effect Grantor's exercise of said reserved rights, including, without limitation, any amendment or amendments to the Declaration, the Bylaws, the Condominium Map and the House Rules, as appropriate; agrees to execute, deliver and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Grantor and its assigns as Grantee's attorney-in-fact with full power of substitution to execute, deliver, and record such documents and instruments and to do such things on Grantee's behalf to effect such reserved rights, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties, and which means that the grant of such power will be binding upon any person or entity to which Grantee transfers the Property, and shall be deemed to be automatically granted anew by any such person or entity upon such transfer of any interest therein, whether by deed, mortgage, or any other instrument of conveyance. Grantee further acknowledges, consents, and agrees that, notwithstanding anything stated herein to the contrary, pursuant to the Declaration, the rights reserved to Grantor in the Declaration shall be fully and freely assignable by Grantor, in whole or in part. Without limitation to the generality of the rights reserved unto Grantor as set forth in the Declaration, and as permitted by law, Grantor will have the right to execute, deliver, and record any amendment to the Condominium Documents, any easement instrument, and deed, any amendment to this Unit Deed,

any assignment of rights or interest, or such other document, instrument, or agreement that may be necessary or appropriate to permit Grantor to exercise its reserved rights pursuant to the Declaration.

Grantee further acknowledges and accepts that Assessments (as defined in the Declaration) for the common expenses of the Project and other amounts charged to Grantee and/or the Property shall be assessed against the Property by the Association of Unit Owners of Muse Honolulu ("Association"), and all sums assessed but unpaid shall constitute a lien on the Property prior to all other liens, except only: (1) liens for taxes and assessments lawfully imposed by a governmental authority against the Property and (2) all sums unpaid on mortgages filed prior to the filing of a notice of lien by the Association, and costs and expenses, including attorneys' fees, provided for in such mortgages. In addition, Grantee further acknowledges and accepts that the lien may be foreclosed by action or by nonjudicial power of sale foreclosure procedures set forth in Chapter 667 of the Hawaii Revised Statutes by the Managing Agent of the Project or the Board of Directors, on behalf of the Association.

The rights and obligations of Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, devisees, personal representatives, successors, successors-in-trust and assigns. All obligations undertaken by two (2) or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein. Without limiting the generality of the foregoing, each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee herein shall run with the land and constitute an equitable servitude and lien, and is made by Grantee for Grantee and on behalf of Grantee's estate, heirs, devisees, personal representatives, successors, successors-in-trust and assigns. Each and every person hereafter acquiring from Grantee or Grantee's estate, heirs, devisees, personal representatives, successors, successors-in-trust or assigns, an interest in the Property hereby conveyed, by such acquisition, makes said acknowledgments, acceptances, appointments, agreements and covenants for such person and for such person's estate, heirs, devisees, personal representatives, successors, successors-in-trust and assigns.

In the event that any provision of this instrument is illegal, void or unenforceable for any reason, the remaining terms of this instrument shall remain in full force and effect.

The conveyance herein set forth and the warranties of Grantor concerning the same are expressly declared to be in favor of Grantee, Grantee's heirs, devisees, personal representatives, successors, successors-in-trust and assigns.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine and neuter, the singular and plural number, individuals, trustees, corporations, partnerships and companies, and each of their respective heirs, devisees, personal representatives, successors, successors-in-trust and assigns, according to the context thereof. All capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

Grantor and Grantee agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents on the day and year first above written.

1538 KAPIOLANI, LLC,
a Hawaii limited liability company

By _____
Name: _____
Its: _____

"Grantor"

_____
[Individual Grantee]

_____
[Individual Grantee]

_____, _____
[Entity Grantee]

By_____
Name:
Title:

By_____
Name:
Title:

"Grantee"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU | SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

_____
(signature)

_____
(print name)

Notary Public of and for said State

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: MUSE HONOLULU LIMITED WARRANTY UNIT DEED, ENCUMBRANCES, RESERVATION OF RIGHTS WITH POWER OF ATTORNEY
Unit No. _____

□ Document Date: _____ or □ Undated at time of notarization

No. of Pages: _____ Jurisdiction: _____ Circuit
(in which notarial act is performed)

_____
Signature of Notary

Date of Notarization and Certification Statement

_____
Printed Name of Notary

(Official Stamp or Seal)

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, 20___, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

_____
(signature)

_____
(print name)

Notary Public of and for said State

My commission expires:_____

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, 20___, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

_____
(signature)

_____
(print name)

Notary Public of and for said State

My commission expires:_____

EXHIBIT "A"

Those certain premises comprising a portion of that certain condominium project known as "MUSE HONOLULU" ("Project"), which Project consists of that certain condominium unit described herein and in that certain Declaration of Condominium Property Regime of Muse Honolulu dated January 6, 2025, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-12820193, as the same may be amended from time to time ("Declaration"), and the improvements and appurtenances thereof, as described in and established by the Declaration, and as shown on the plans of the Project filed in said Office as Condominium Map No. 2614, as the same may be amended from time to time ("Condominium Map"), described as follows:

-FIRST:-

Unit No. _____ ("Unit") located in the Project, established by the Declaration, and shown on the Condominium Map.

TOGETHER WITH those easements appurtenant to the Unit as set forth in the Declaration, which may include the following:

(a) Exclusive easements for the use of the Limited Common Elements of the Project that are described in the Declaration as being appurtenant to the Unit.

(b) Nonexclusive easements in the Common Elements, including the Limited Common Elements, designed for such purposes as ingress to, egress from, utility services for and support, maintenance, and repair of the Unit; in the other Common Elements for use according to their respective purposes, subject always to the exclusive use of the Limited Common Elements as provided in the Declaration; and in the other units in the building in which the Unit is located for support; subject to the provisions of Section 514B-38 of the Act.

(c) If any part of the Common Elements now or hereafter encroaches upon any unit or Limited Common Element, or if any unit encroaches upon the Common Elements or upon any other unit, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. In the event that a unit shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement, or movement of any part of the Project, encroachments of any part of the Common Elements, units, or Limited Common Elements due to such construction, shifting, settlement, or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all easements as provided in the Declaration.

-SECOND:-

An undivided _____% interest appurtenant to the Unit, in all Common Elements of the Project, as established for the Unit by the Declaration, or such other interest as hereafter established for the Unit by any amendment of the Declaration, as tenant in common with all other owners and tenants thereof.

ALL TOGETHER WITH AND SUBJECT TO as to FIRST and SECOND above, the covenants, agreements, easements, obligations, conditions, exceptions, reservations and other matters and provisions of the Declaration and the Bylaws, all of which are incorporated herein by this reference and which constitute and shall constitute covenants running with the land, equitable servitudes and liens to the extent set forth therein and provided by law, and which are hereby accepted by the Grantee as binding and to be binding on the Grantee, and Grantee's successors and assigns.

The land upon which the Project is located is described as follows:

All of that certain parcel of land situate at Pawaa-Kai, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

Lot 55, area 40,166 square feet, more or less, as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 83 of Kapiolani Boulevard Lands, Inc.

Being land(s) described in Transfer Certificate of Title No. 1,158,579 issued to 1538 KAPIOLANI LLC, a Hawaii limited liability company

BEING THE PREMISES ACQUIRED BY WARRANTY DEED

GRANTOR	:	DONNA J. WALDEN, as Trustee under that unrecorded Donna J. Walden Revocable Living Trust, dated September 14, 1988, with full powers to sell, mortgage, lease or otherwise deal with the land, and GIAMPAOLO BOSCHETTI, unmarried
GRANTEE	:	1538 KAPIOLANI LLC, a Hawaii limited liability company
DATED	:	June 20, 2018
FILED	:	Land Court Document No. T-10397128

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. SETBACK (10 feet wide)

PURPOSE:	building
REFERENCED:	on Map 1, filed with Land Court Consolidation No. 83

3. The terms and provisions contained in the following:

INSTRUMENT:	WARRANTY DEED
DATED:	June 20, 2018
FILED:	Land Court Document No. T-10397128

4. The terms and provisions contained in the following:

INSTRUMENT :	DECLARATION OF CONDOMINIUM PROPERTY REGIME OF MUSE HONOLULU, as the same may be amended from time to time
DATED :	January 6, 2025
FILED :	Land Court Document No. T-12820193
MAP :	2614 and any amendments thereto

5. The terms and provisions contained in the following:

INSTRUMENT :	BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF MUSE HONOLULU, as the same may be amended from time to time
DATED :	January 6, 2025
FILED :	Land Court Document No. T-12820194

TOGETHER WITH those appliances and furnishings included with the Unit as described in the Muse Honolulu Sales Contract executed between Grantor and Grantee covering said Unit, and any and all supplements, addenda and amendments thereto.

END OF EXHIBIT "A"

Section VII

Muse Honolulu Escrow Agreement "Escrow Agreement"

MUSE HONOLULU
ESCROW AGREEMENT
(Hawaii Revised Statutes §514B)

THIS AGREEMENT, made this 30th day of September, 2024 ("Effective Date"), is by and between TITLE GUARANTY ESCROW SERVICES, INC., a Hawaii corporation, whose principal place of business and post office address is 235 Queen Street, Honolulu, Hawaii 96813, hereinafter called "Escrow", and 1538 Kapiolani LLC, a Hawaii limited liability company, whose address is 1388 Kapiolani Boulevard, Commercial Unit 1, Honolulu, Hawaii, 96814, hereinafter called "Seller",

RECITALS:

A. Seller intends to enter into sales contracts for the sale of units in a condominium project established or to be established under a Declaration of Condominium Property Regime created under the Hawaii Condominium Property Act, Chapter 514B of the Hawaii Revised Statutes, as amended ("HRS"), the terms of which sales contracts will provide for payment of the purchase price and closing costs to be made to Escrow, to be held and disbursed by Escrow pursuant to the terms and provisions of this Agreement.

B. The name of the project currently is MUSE HONOLULU (herein called the "Project").

C. The Seller plans to develop 315 residential units and 2 commercial units in the Project, of which only the residential units will be subject to this Agreement.

D. The land included or to be included within the Project is located in the City & County of Honolulu, State of Hawaii, and is designated as Tax Key (1) 2-3-021:006.

E. The Project is located at 1538 Kapiolani Boulevard, Honolulu, Hawaii 96814.

AGREEMENT

It is hereby mutually agreed by Escrow and Seller as follows:

1. Sales Contracts Deposited in Escrow. As and when Seller shall enter into a sales contract for the sale of a unit in the Project, Seller shall deliver an executed copy of such sales contract and any amendments thereto to Escrow. Each sales contract shall contain the correct names, mailing addresses and email addresses of the purchasers, shall identify the unit number to be conveyed, shall require that all payments to be made thereunder shall be made to Escrow, and shall be accompanied by the initial deposit required thereunder.

2. Public Reports. Each sales contract shall specify the effective date(s) of the applicable Developer's Public Report and any and all amendments thereto (herein called the "Public Report"), which have been issued by the Real Estate Commission of the State of Hawaii (herein called the "Real Estate Commission").

3. Sales to Owner-Occupants. If it is intended that the sale of a unit will be made to purchasers as owner-occupants (herein called "Owner-Occupants") pursuant to HRS, Chapter 514B (part B, Sales to Owner-Occupants), the prospective Owner-Occupants shall also deliver to Escrow an affidavit containing the information required by HRS, Chapter 514B, including without limitation, the requirements of HRS §§514B-96.5 and 514B-97 (hereinafter called the "Affidavit"). In the Affidavit, the prospective Owner-Occupants shall affirm that: (a) they intend to become owner-occupants pursuant to said statutes; and (b) they shall notify the Real Estate Commission immediately upon any decision to cease being owner-occupants. The Affidavit shall be personally executed by all of the prospective Owner-Occupants of the unit and shall not be executed by an attorney-in-fact.

4. Funds Paid to Escrow.

(a) Deposit of Funds by Seller. Seller shall pay over to Escrow any monies received by Seller from purchasers under sales contracts covering units in the Project, including all disbursements made on loan commitments, if any, from lending institutions to individual purchasers. Escrow shall receive, deposit and hold in escrow and disburse as herein set forth: (1) all payments received by Escrow under sales contracts made by Seller; (2) all sums received by Escrow hereunder from Seller; (3) all funds from any lending institution pursuant to a mortgage loan for the purchase of any unit by individual purchasers; and (4) all sums received by Escrow from any other source on account of this Project. In accordance with written instructions from Seller that are acceptable to Escrow, Escrow shall deposit all funds so received, within a reasonable time of their receipt by Escrow and in reasonably convenient sums, in a federally-insured, interest-bearing account at any bank or savings and loan association, authorized to do business in the State of Hawaii; provided, however, if Escrow is instructed to make such deposits more frequently than once each calendar week, Seller shall pay to Escrow a reasonable service charge for each additional deposit made during such week.

(b) Sale of Units Prior to Completion for the Purpose of Financing Construction. If units are conveyed or leased before the completion of construction of the building or buildings for the purpose of financing the construction, all moneys from the sale of the units, including any payments made on loan commitments from lending institutions, shall be deposited under an escrow arrangement into a federally-insured, interest-bearing account designated solely for that purpose, at a financial institution doing business in the state.

(c) Receipt of Purchaser's Financing Documents. Escrow shall receive evidence, in such form and of such content specified by Seller, of each purchaser's ability to pay in cash the purchase price stated in the sales contract either: (a) from the

purchaser's own funds; or (b) partially from the purchaser's own funds and the balance from the proceeds of a loan (the "Purchaser's Loan") to the purchaser from a responsible lending institution (the "Purchaser's Lender") which has issued a written commitment to make a loan to the purchaser in the amount of such balance. If all or a portion of the purchase price is to be financed, Escrow shall receive from Purchaser's Lender a note and a mortgage for execution by, or theretofor executed by, the purchaser, and shall receive funds representing the Purchaser's Loan for the purchase of the unit, which funds are to be held for disbursement in accordance with instructions of Purchaser's Lender and in conformity with the sales contract. If the purchase price is to be paid with purchaser's own equity funds, Escrow shall hold from purchaser any security required by Seller pursuant to the sales contract; it being understood that any security required by Seller is independently enforceable by Seller if purchaser is or becomes obligated to purchase.

(d) Interest on Funds in Escrow. Unless otherwise provided in this Agreement, any interest earned on funds deposited in escrow under this Agreement shall accrue as specified in the sales contract. 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. As applicable, if the purchaser requests to open an interest-bearing 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 $100.00 for such separate account.

(e) Collection of Purchaser's Funds. Upon receipt of notice in writing from Seller that any payments are due under any sales contract, Escrow shall give notice in writing to each purchaser under such agreement or contract held by Escrow, and shall call for such payment to be made to Escrow. Escrow shall not be liable for any purchaser's failure to make such payments to Escrow.

5. Conditions to Be Met Prior to Disbursement of Funds in Escrow. No disbursements of funds held in escrow shall be made, except by way of refunds thereof pursuant to Section 7, or for the payment of project costs pursuant to Section 6, unless and until the following conditions have been fulfilled:

(a) Effective Public Report and Amendments. Seller shall have delivered to the purchaser a true copy of the Public Report including all amendments, with effective date(s) issued by the Real Estate Commission. Seller shall provide to Escrow a true copy of each Public Report and amendment issued for the Project, and each pending amendment with the date that the pending amendment was filed with the Real Estate Commission.

(b) Waiver of Cancellation Rights.

(i) Notice of Cancellation. Seller shall have delivered to the purchaser notice of the purchaser's thirty-day right of cancellation on a form prescribed by the Real Estate Commission.

(ii) Waiver of Cancellation Rights. The purchaser shall have waived the right to cancel or shall be deemed to have waived the right to cancel in accordance with HRS §514B-86(c).

(iii) Receipts Related to Cancellation Rights. Seller shall have provided to Escrow evidence that the purchaser has received a true copy of the Public Report and all amendments thereto and the notice of the thirty-day right of cancellation, which evidence may be a receipt for the Public Report signed by the purchaser, a receipt of the notice of the thirty-day right of cancellation signed by the purchaser, return receipts for copies of the Public Report or notice sent by certified or registered mail or such other evidence satisfactory to Escrow.

(c) Waiver of Rescission Rights.

(i) No Material Change. Seller shall affirm to Escrow that Seller has made a determination that, there has been no material change in the Project, as such term is defined in HRS §514B-3 (hereinafter, "Material Change"), that gives rise to rescission rights under HRS §514B-87(a) after the sales contract became binding. Otherwise, the rescission provisions set forth below shall apply.

(ii) Rescission Waived. In the event of a Material Change in the Project that gives rise to rescission rights under HRS §514B-87(a) after the sales contract becomes binding, Seller shall affirm that Seller has delivered to the purchaser a description of the Material Change on a form prescribed by the Real Estate Commission.

(iii) Notice of Right of Rescission Because of Material Change. Seller shall have delivered to the purchaser notice of the purchaser's thirty-day rescission right on a form prescribed by the Real Estate Commission.

(iv) Waiver of Rescission Rights. The purchaser shall have waived the right to rescind or shall be deemed to have waived the right to rescind in accordance with HRS §514B-87(b). (The purchaser may waive the purchaser's rescission right by (A) checking the waiver box on the rescission notice, signing it and delivering it to the Seller; (B) letting the thirty-day rescission period expire without taking any action to rescind; or (C) closing the purchase of the unit before the rescission period expires.)

(v) Receipts Related to Rescission Rights. Seller shall have provided to Escrow evidence that the purchaser has received the thirty-day notice of right of rescission, which evidence may be a receipt for the notice of the thirty-day right of rescission signed by the purchaser, return receipts for copies of the notice mailed certified or registered mail or such other evidence satisfactory to Escrow.

(d) Receipt of Written Assurances by Escrow. Seller shall have delivered to Escrow written certifications, and Escrow shall have the right to rely on such certifications, as follows:

(i) the Real Estate Commission has issued an effective date for the Public Report for the Project;

(ii) the Seller has made no offers or entered into any sales contracts prior to registration with the Real Estate Commission of the State of Hawaii and prior to delivery of the Public Report to the purchasers;

(iii) the Public Report includes the matters required to be stated therein; there has been no material or pertinent change since the issuance of the Public Report that has not been described in the Public Report, or if there has been a pertinent change not in the Public Report, the Seller's certification shall describe the pertinent change and confirm that Seller filed an amendment to the Public Report and shall provide Escrow with a copy of the amendment;

(iv) if the Seller entered into nonbinding preregistration agreements, no moneys from prospective purchasers were collected and no other documents were executed with the purchasers;

(v) after the issuance of the effective date for the Public Report, a true copy of the Public Report including all amendments was delivered to each prospective purchaser, together with a notice of the purchaser's cancellation right; any purchaser whose deposits are to be released from escrow has waived the right to cancel or is deemed to have waived the right to cancel;

(vi) the sales contracts delivered to Escrow under which purchaser's funds are to be released are binding for purposes of HRS §514B-92;

(vii) Seller has complied with all other requirements of HRS §§ 514B-82, 83, 85, 86, 88, 92 and 93, as applicable;

(viii) upon any cancellation as provided in HRS § 514B-90, the purchaser shall be entitled to a refund of all moneys paid, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of $250 as provided therein;

(ix) all conditions contained in this Agreement that must be met prior to the disbursement of purchasers' funds have been satisfied;

(x) if a conversion project, that the requirements of HRS § 521-38, have been satisfied.

(e) Notification. Seller agrees to inform Escrow immediately in writing of the development of any event or occurrence which renders the certification delivered by Seller pursuant to Section 5 untrue in any material respect.

(f) FHAA Certificate. Seller shall deliver a certificate from Seller's architect stating that the Project is in compliance with the Federal Fair Housing Amendments Act of 1988, if applicable.

(g) Seller's Waiver. Seller shall have given Escrow a written waiver of any option reserved by Seller in any sales contract to cancel such sales contract.

6. Disbursement of Funds for Payment of Project Costs (Prior to Closing or Prior to Completion of Project). If purchaser deposits are to be released prior to Closing or if units are conveyed or leased prior to completion of construction, then in connection with each disbursement request, Seller shall certify to Escrow in writing and to Escrow's reasonable satisfaction, and Escrow shall have the right to rely on such certification, that: (1) Seller has complied with all of the requirements of HRS § 514B-92 or § 514B-93, as applicable; (2) Seller has complied with the requirements of Sections 5(a), 5(b) 5(c), and 5(d), above; (3) the purchasers' sales contracts under which purchaser deposits being released are effective and binding; and (4) all conditions contained in this Agreement that must be met prior to the disbursement of such funds have been satisfied and no circumstances exist (at the time of the certification) that would permit a purchaser to cancel or rescind the purchaser's sales contract. Seller shall immediately notify Escrow in writing of the development of any event or occurrence which renders the certification required under this Section or the warranties and representations of Seller contained in this Agreement untrue in any material respect. Subject to the provisions of the preceding sentence, Escrow shall make one disbursement per month without charge to Seller, if requested in writing by Seller. If more than one disbursement is made per month, Escrow shall be entitled to a fee of not more than $500.00 for each additional disbursement. Disbursements shall be made, as requested in writing by Seller, to Seller, to Seller's general contractor, or to Seller's lender for costs authorized under HRS § 514B-92 or § 514B-93, including, but not limited to, the following:

(a) Project Costs. To pay for construction costs of the buildings and other improvements and other costs incurred in connection with the construction of the building and other improvements of the Project (or in the case of conversion, for repairs necessary to cure violations of county zoning and building ordinances and codes) in such amounts and at such times and in proportion to the valuation of the work completed by the contractor in accordance with the terms of the construction contract, as certified by a licensed architect or engineer and as approved by Seller's lender or a qualified, financially disinterested person who shall be designated in writing by Seller and Seller's lender, if any, and who shall certify to Escrow in writing that such person is financially disinterested (and Escrow shall have the right to rely on said certification).

(b) Fees and Other Expenses. To persons for architectural, engineering, interior design services, finance and legal fees and other incidental expenses of the Project (but not selling or marketing expenses or brokerage fees/commissions relating to sales of any unit) to the extent approved by Seller's lender or said financially disinterested person.

(c) Furnishings and Fixtures. The costs of purchasing furnishings and fixtures for the units as approved by Seller's lender or said financially disinterested person.

The balance of monies remaining in escrow shall be disbursed in accordance with the directions of Seller and Seller's lender or said financially disinterested person only upon completion of the buildings of the Project (or in the case of conversion, upon completion of the necessary repairs) and when Escrow has received satisfactory evidence that all mechanics' and materialmen's liens have been cleared or sufficient funds have been set aside to cover claims if liens have been filed; otherwise forty-six (46) days after the filing of the affidavit of publication of notice of completion in the office of the clerk of the circuit court where the Project is located, a copy of which shall have been delivered to Escrow; provided, further that if any notice of mechanics' or materialmen's liens shall have been filed, the funds shall be disbursed only when such liens have been cleared or sufficient funds have been set aside to cover such claims.

7. Return of Purchaser's Funds. Unless otherwise provided in this Agreement, a purchaser shall be entitled to a return of such purchaser's funds and Escrow shall pay such funds to such purchaser, together with any accrued interest, if any one of the following has occurred:

(a) Seller and purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or

(b) Seller shall have notified Escrow of purchaser's exercise of a purchaser's right to cancel the sales contract pursuant to HRS §514B-86 (thirty-day right to cancel) or the federal Interstate Land Sales Full Disclosure Act; or

(c) Seller shall have notified Escrow of Seller's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Seller; or

(d) Purchaser or Seller shall have notified Escrow of purchaser's exercise of purchaser's right to cancel the sales contract pursuant to HRS §514B-89 (failure to complete construction before specified completion deadline); provided that Escrow shall first verify with Seller that Seller has not extended the completion deadline by reason of force majeure; or

(e) Purchaser or Seller shall have notified Escrow of purchaser's exercise of purchaser's right to rescind the sales contract pursuant to HRS §514B-87, by a valid rescission signed by all purchasers of the affected unit and postmarked no later than midnight of the thirtieth calendar day after the date that the purchasers received the notice of rescission from Seller, in which case the purchasers shall be entitled to a prompt and full refund of any moneys paid.

Upon the cancellation or rescission of any sales contract, as specified above, Escrow shall be entitled to a cancellation fee commensurate with the services rendered by Escrow prior to such cancellation, plus all costs incurred, up to a maximum of

$250.00. Notwithstanding anything herein or in any sales contract provided to the contrary, said cancellation fee shall be the sole expense of the purchaser and shall not in any way be the obligation of Seller, unless the purchaser rescinds the sales contract pursuant to HRS § 514B-87, whereupon Seller shall pay such fee. Seller understands and acknowledges that in the event of a rescission by the purchaser under HRS § 514B-87, if Seller required the purchaser to secure a financing commitment, the purchaser shall be entitled to reimbursement from Seller (and not from Escrow) of any fees incurred by the purchaser in securing that financing commitment required by Seller. No refund shall be made to a purchaser at the purchaser's request prior to receipt by Seller of written notice from Escrow of Escrow's intent to make such refund.

(f) Refund Upon Failure to Obtain Financing by Owner-Occupant. If a prospective Owner-Occupant has not obtained adequate financing, or a commitment for adequate financing (i.e. loan prequalification), by a date specified in the sales contract, the sales contract may be canceled by either Seller or the purchaser in accordance with the Sales Contract. Upon a written request from either Seller or purchaser, Escrow shall return purchaser's funds, without interest, and less an escrow cancellation fee commensurate with the work done by Escrow prior to such rescission, up to a maximum of $250.00.

8. Unclaimed Funds. Escrow shall give each purchaser entitled to a return of funds notice thereof by registered, certified or regular mail, postage prepaid, addressed to such purchaser at the purchaser's address shown on the sales contract or any address later made known in writing to Escrow by such purchaser. If such purchaser shall not have claimed such refund, Escrow shall escheat such unclaimed funds pursuant to HRS §523A-3. Escrow shall thereupon be released from any further duties or liability hereunder with respect to such funds and such purchaser.

9. Closing. Except for the sales contracts and any note and mortgage that is to be closed by the mortgagee thereof, Escrow shall promptly and diligently arrange for and supervise the execution and recordation of all documents related to the Project and shall promptly and diligently close the transactions and perform such services as are necessary or proper therefor. Upon receipt by Escrow of the conveyance document, the receipt for the Public Report, all other receipts required by Escrow under Section 5 of this Agreement, all necessary releases of encumbrances, the full amount of the purchase price of the unit, any mortgage or other instruments securing payment by the purchaser of all or part of the purchase price of the unit and purchaser's share of closing costs, Escrow will act with diligence and dispatch to "close" the sale of the unit by performing the following:

(a) Escrow shall cause the recording and/or filing of the following documents in the order that they are listed: (i) any applicable releases or partial releases; (ii) the unit deed; and (iii) any mortgage(s), if any; and

(b) After recordation, Escrow may cause a copy of said unit deed to be delivered to the purchaser via email or U.S. Postal regular mail, the release or partial releases to be delivered to Seller if requested in writing, the mortgage, if any, to be

delivered to the purchaser's lending institution, and all sums respecting the purchase of the unit to be disbursed to Seller after deduction by Escrow of Seller's share of the closing costs.

10. Pre-Closings. Escrow agrees that upon ten (10) business days' written notice from Seller or Seller's mortgage lender, Escrow will act with due diligence and dispatch to "pre-close" sales (a) by arranging for the execution of the unit deeds and such other documents as are required to effect the transfer of title, and (b) by calling for payments then required from purchaser, all as provided for in the sales contract.

11. Partial Closings. It is understood that partial closings, i.e., closings for some but not all of the units, may be desired by Seller. If Seller desires to close any or all sales at different times, Escrow agrees to cooperate with Seller and shall vary its performance of the directions contained herein in such manner as will facilitate its performance of such partial closings.

12. Defects in Documents. Upon the closing of each sales transaction, provided that any individual mortgage in connection therewith may then be recorded, and it is legally possible to record all closing documents and none is in any way defective, Escrow shall proceed promptly and within five (5) business days (exclusive of the day of closing) record the necessary documents to effect the transfer of legal title to the purchaser. If for any reason it is determined that any document necessary to close the transaction is defective or cannot be recorded, Escrow shall promptly notify Seller of such fact and Escrow shall use reasonable efforts to obtain the necessary corrections. If, for any cause beyond Escrow's control, the necessary documents cannot be recorded within said five (5) day period after closing, Escrow shall record the same within five (5) days after learning that the reason that prevented their recording no longer exists.

13. Purchaser's Default. Seller shall give notice in writing to Escrow of the occurrence of each event that initiates an obligation of a purchaser to make a payment to Escrow pursuant to the sales contract as well as notice of the amount and due date of such payment. If the purchaser fails to make such payment to Escrow on or before the due date thereof or if the purchaser fails to perform in any matter that is being handled by Escrow, Escrow shall promptly notify Seller of any such failure on the part of the purchaser. If Seller subsequently certifies in writing to Escrow that Seller has terminated the sales contract in accordance with the terms thereof and provides to Escrow copies of all such notices of termination and proof of receipt sent to the purchaser, Escrow shall thereafter treat all funds of the purchaser paid on account of such purchaser's sales contract as funds of Seller and not as funds of the purchaser. Thereafter, such funds shall be free of the escrow established by this Agreement and shall be held by Escrow for the account of Seller. Upon written request by Seller, Escrow shall pay such funds to Seller, less any escrow cancellation fee. Escrow shall thereupon be released from any further duties or liability hereunder with respect to such funds and such purchaser.

14. Representations and Warranties of Seller. Seller represents and warrants the following as to each sales contract held by Escrow pursuant to this Agreement, and each such representation shall continue to be true and correct through closing of each transaction evidenced by such sales contract. If any change in circumstance renders any representation incorrect at any time, Seller shall thereupon promptly notify Escrow in writing.

(a) Public Reports and Notices. Seller has provided the purchaser with copies of the Public Report and all amendments thereto existing at the point at which the sales contract was entered into for which effective dates have been issued by the Real Estate Commission and has delivered to the purchaser the required notice of purchaser's right to cancel.

(b) No Material Change in Project. There has been no Material Change in the Project that would permit the purchaser to rescind the sales contract under HRS §514B-87; or, if there is a Material Change, the purchaser has reviewed the change in an effective amendment to the Public Report and has waived or deemed to have waived purchaser's right to rescission.

(c) Suspension of Sales; Termination of Registration. No governmental entity or court has suspended sales, issued a cease and desist order, issued an order rejecting or revoking the registration, terminated the registration, or issued any injunction with respect to the Project, units or their sale.

(d) Compliance with Law. Seller has complied with the applicable requirements of Chapter 514B.

15. Protection of Escrow. In consideration of Escrow acting as escrow holder hereunder, it is agreed that Escrow is relieved from all liability for acting in accordance with the terms hereof and escrow instructions mutually agreed to, notwithstanding a notice to the contrary by Seller or any purchaser or third person; provided, however, that Escrow shall not be relieved from any liability arising out of or in connection with its own gross negligence or reckless acts or omissions. Escrow shall not be responsible for the validity or sufficiency of any sales contracts or other documents received by it and shall be entitled for all purposes to assume that the same have been signed by the persons whose signatures purport to be thereon and that any written certifications or instruments from Seller are true and accurate.

If any dispute or difference shall arise or if any conflicting demand shall be made upon Escrow, Escrow shall not be required to determine the same or take any specific action, but Escrow may await settlement of the controversy by final appropriate legal proceedings or otherwise as it may require, or Escrow at its sole discretion may file a suit in interpleader in any court having jurisdiction in the matter, for the purpose of having the respective rights of the parties adjudicated, and may deposit with the court any or all monies held hereunder with deductions for Escrow's attorney's fees and costs. Upon institution of such interpleader suit or other action, depositing such money with the court, and giving notice thereof to the parties thereto by personal service or in

accordance with the order of the court, Escrow shall be fully released and discharged from all further obligations hereunder with respect to the monies so deposited.

Seller agrees and shall cause each purchaser to agree to pay Escrow on demand and to indemnify and hold Escrow harmless from and against all costs, damages, judgments, reasonable attorneys' fees, expenses, obligations and liabilities of every kind and nature reasonably suffered or incurred in connection with or arising out of this escrow, including, but not limited to, all costs and expenses incurred in connection with the interpretation of this Agreement or with respect to any interpleader or other proceeding, and excluding all of the foregoing that is the result of any act or omission by Escrow or its agents that is not generally accepted in the Honolulu business community as a reasonable business practice. Upon payment thereof, the prevailing party will be subrogated to Escrow's right to judgment for said costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of every kind and nature against third persons.

Seller expressly agrees that Escrow shall not be required to mail any notice or to keep any records that may be required under HRS, Chapter 514B.

16. Binding Effect. This Agreement shall be binding upon, shall apply to and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors, successors in trust, and assigns, and shall upon its acceptance by a given purchaser (which shall automatically occur upon Seller's execution of a sales contract), also be binding upon and inure to the benefit of such purchaser, his or her heirs, personal representatives, devisees, successors and permitted assigns.

17. Assignment. Escrow may not assign its rights or delegate its duties under this Agreement without the prior written consent of Seller.

18. Termination. This Agreement may be terminated by either party hereto upon fifteen (15) days written notice to the other; provided, however, that unless otherwise specified by Seller, all transactions in process hereunder at the time of such termination shall be completed under the terms of this Agreement. Upon such termination, Escrow shall make no disbursements of funds held hereunder (except with respect to transactions completed after the termination hereof, as provided in the proviso in the preceding sentence) except disbursements to another escrow depository which has entered into an escrow agreement with Seller and which complies with the requirements of HRS, Chapter 514B with respect to escrow arrangements for the deposit and disbursement of purchasers' funds. In any other event, this Agreement shall terminate upon the recording and delivery of all pertinent documents relating to the last unit to be sold in the Project and final disbursement of all funds deposited with Escrow hereunder.

19. Statutory Provisions Control. This Agreement, in all of its provisions, is to be deemed and interpreted as supplementary and subject to the provisions of HRS,

Chapter 514B, and if any conflict should arise between the provisions of this Agreement and the provisions of HRS, Chapter 514B, the provisions of the latter shall control.

20. Reports and Billings by Escrow. Escrow shall furnish Seller with a semi-monthly Seller's report that will cover the status of each sales contract in escrow. Seller shall give notice in writing to Escrow of the occurrence of each event that initiates an obligation of a purchaser to make a payment to Escrow pursuant to the sales contract as well as notice of the amount and due date of such payment. Escrow shall thereupon promptly give the purchaser notice of the amount and due date of such payment.

21. Compensation of Escrow. The compensation of Escrow for performance hereunder shall be the applicable amount(s) set forth in that certain Exhibit "A", attached hereto, plus all applicable general excise taxes, for each unit in the Project sold under a sales contract, on the condition that all sales of units in the Project are closed on or before three (3) years after the Effective Date hereof. Escrow shall also arrange for the issuance of a title insurance policy (standard owner's and/or ALTA lender's policy) for the applicable amount(s) set forth in Exhibit "A" for each unit in the Project. An additional fee of $150.00 shall be charged to the purchaser for each mortgage obtained by the purchaser if the purchaser does not obtain a mortgage loan from a lender designated by Seller. Should the purchaser obtain a mortgage loan from an out-of-state lender, a fee of $250.00 shall be charged to the purchaser for each mortgage obtained. If an escrow involves a 1031 Exchange, Escrow has the right to assess additional fees commensurate with the amount of work involved.

Escrow's compensation shall become due and payable with respect to a unit in the Project upon the first to occur of the following events: (a) the transfer to the purchaser of such unit of legal title thereto; or (b) final disbursement of the funds held in escrow in connection with such unit. In the event of the cancellation of any binding sales contract that has been submitted to Escrow, a cancellation fee commensurate with the services rendered by Escrow prior to such cancellation, plus all costs incurred by Escrow, up to a maximum of $250.00, shall be charged to the purchaser, unless such cancellation occurs before the sales contract becomes legally binding, or unless otherwise provided for in this Agreement or agreed to by Seller and the purchaser. If Escrow shall for any reason without fault on its part be required to change subsequent to the commencement of preclosings or closings for the Project any closing statement or document previously approved as to form and figures by Seller, Seller agrees to pay an additional charge of $30.00 for each such statement or document that is changed.

22. Entire Agreement. This Agreement and any exhibits attached hereto and by reference forming a part hereto constitute and set forth all of the covenants, promises, agreements, conditions and understandings between the parties concerning the Project, and supersede and cancel all prior negotiations, representations, understandings and agreements, both oral and written, of the parties hereto. No subsequent alteration, amendment, change or addition to this Agreement shall be valid, binding or enforceable unless reduced to writing and signed by the parties.

23. Modifications and Additions. Pursuant to written instructions from Seller, Purchaser and mortgagee, Escrow shall make such modifications and accept such additions to documents deposited into escrow pertaining to the Project as requested and as required by law.

24. No Party Deemed Drafter. No party shall be deemed the drafter of this Agreement. If this Agreement is ever construed in a court of law, such court shall not construe this Agreement or any provision hereof against any party as drafter.

25. Notices. Any notice or demand provided for or permitted by this Agreement may be given sufficiently for all purposes in writing, mailed as registered or certified mail, addressed to the purchaser at such purchaser's address as set forth in his or her sales contract or any other address made known to Escrow by purchaser or delivered personally within the State of Hawaii to such purchaser and shall be deemed conclusively to have been given on the date of such mailing. Notices to Escrow and Seller shall be addressed to Escrow and Seller to such addresses as set forth herein. Any notice or demand to Escrow or Seller shall be mailed as registered or certified mail. Such notice shall be deemed conclusively to have been given to Escrow or Seller on the date of such mailing.

26. Document Preparation. All legal documents required for the conveyance of units in the Project to purchasers shall be prepared by Imanaka Asato LLLC ("IA"). Escrow shall send IA any orders for the preparation of any such documents at least 48 hours in advance or at the earliest time practicable.

27. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be declared illegal, void, invalid, ineffective or unenforceable for any reason by any court or other authority of competent jurisdiction, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held illegal, void, invalid, ineffective or unenforceable shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

28. Headings and Paragraphs. The headings and sections and paragraphs herein are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provisions of this Agreement.

29. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this agreement duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

30. Hawaii Law; Jurisdiction; Venue. The laws of the State of Hawaii (without regard to its conflict of law provisions) shall govern this Agreement. Any judicial proceeding to interpret or enforce this Agreement shall be brought in the state or federal courts of Hawaii.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

TITLE GUARANTY ESCROW SERVICES, INC., a Hawaii corporation

By _____
Name: Christopher Aguilera
Its: Senior Vice President

(Escrow)

1538 KAPIOLANI LLC, a Hawaii limited liability company

By: _____
Name: Timothy Lee
Its:

(Seller)

EXHIBIT A
TITLE GUARANTY SCHEDULE OF ESCROW & TITLE FEES

1538 KAPIOLANI

Sales Price Range	Escrow Fees	Title Fees
$400,001 to $600,000	$1,025 + tax	$1,150
$600,001 to $800,000	$1,225 + tax	$1,450
$800,001 to $1,000,000	$1,425 + tax	$1,750
$1,000,001 to $1,200,000	$1,625 + tax	$2,050
$1,200,001 to $1,400,000	$1,825 + tax	$2,350
$1,400,001 to $1,600,000	$2,025 + tax	$2,650
$1,600,001 to $1,800,000	$2,225 + tax	$2,900
$1,800,001 to $2,000,000	$2,425 + tax	$3,150
$2,000,001 to $2,200,000	$2,625 +tax	$3,400
$2,200,001 to $2,400,000	$2,825 +tax	$3,500
$2,400,001 to $2,600,000	$2,825 +tax	$3,575
$2,600,001 to $2,800,000	$2,995 +tax	$3,650
$2,800,001 to $3,000,000	$2,995 +tax	$3,725
$3,000,001 to $3,500,000	$3,165 +tax	$3,800
$3,500,001 to $4,000,000	$3,165 + tax	$3,875
$4,000,001 to $4,500,000	$3,335 +tax	$3,950
$4,500,001 to $5,000,000	$3,335 +tax	$4,025
$5,000,001 to $5,500,001	$3,505 +tax	$4,100
$5,500,001 to $6,000,000	$3,505 +tax	$4,175

The above title insurance premium rate, however, may be subject to changes if reinsurance rates change or if special endorsement or additional title services are requested.

If additional escrow or title work is required that does not pertain to the sales contract, we reserve the right to charge additional fees. Minimum fee for a title search/report only is $500 plus tax per unit.

There is no separate escrow fee or title insurance fee for any parking unit or storage unit that is conveyed together with a unit and is included in the Sales Contract for such unit. If a parking unit or storage unit is sold separately from the sale of a unit, an escrow fee of (i) $350.00 plus tax will be charged for a cash purchase and (ii) $400.00 plus tax will be charged if a mortgage is obtained. Escrow shall arrange for the issuance of a standard owner's title insurance policy and, as necessary, an ALTA lender's title insurance policy securing a mortgage on such parking unit or storage unit at a premium of $400.00 for each parking and storage unit.

Escrow fees and title fees for the commercial units will be determined at a later time.

Section VIII

Receipt for Developer Public Report and Notice of Right to Cancel Sales Contract

RECEIPT FOR DEVELOPER'S PUBLIC REPORT

Condominium Project: MUSE HONOLULU

Registration Number 9212 Effective Date of Developer's Public Report February 26, 2025

Section A

I acknowledge receipt of the Developer's Public Report with an effective date issued by the Real Estate Commission, in connection with my purchase of Unit No. _____ in the condominium project called:

MUSE HONOLULU
(insert name of project)

In addition to receiving the Developer's Public Report, itself, I acknowledge the following executed (just signed) or recorded documents were delivered to me:

☒ project declaration ☒ bylaws ☒ house rules (if any)
☒ a letter sized copy of the condominium map*

I also acknowledge receipt of the following amendments to the Developer's Public Report (check one):

☒ None
☐ Amendment with effective date(s) of _____

Section B

I understand that no sales contract for the purchase of a unit in the project will be binding on me or the developer until the developer has delivered to me:

1. A copy of the Developer's Public Report with an effective date issued by the Real Estate Commission, which includes the project's recorded declaration and bylaws, house rules (if any), a letter-sized copy of the condominium map* and any amendments to the report or the project's documents; and
2. The notice of my right to cancel my sales contract on the Commission prescribed form pursuant to §514B-86(A)(1)(B), HRS.

I RECEIVED A COPY OF THE DOCUMENTS DESCRIBED IN SECTIONS A and B ABOVE ON _____
(*insert date*)

_____ _____
Print Name Date

_____
Signature

_____ _____
Print Name Date

_____
Signature

* If it is impractical to include a letter-sized map, the developer must provide written notice of an opportunity to examine the map.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request. Revised 12/18/2017

NOTICE OF RIGHT TO CANCEL SALES CONTRACT

Condominium Project: MUSE HONOLULU

Registration No.: 9212 Effective Date of Developer's Public Report: February 26, 2025

A. I have signed a sales contract for Unit No. _____ in the condominium project described above.

B. I understand that I have a right under Hawaii law to cancel my sales contract up to midnight on the thirtieth (30th) day after the developer has delivered to me:

1. The Developer's Public Report with an effective date issued by the Real Estate Commission, which includes the project's recorded declaration and bylaws, house rules (if any), a letter-sized copy of the condominium map,* and any amendments to the report or the project's documents; and
2. This Notice of Right to Cancel Sales Contract.

C. If I cancel my sales contract, I understand that I will be entitled to the refund of any down payment or deposit that I have made, less any escrow cancellation fee and other costs, up to $250 (§514B-90, HRS). If I decide to cancel, I understand that I may do so by notifying the developer in writing by: (a) personal delivery; (b) registered or certified mail with adequate postage, at the following address: 1388 Kapiolani Boulevard, Suite 101, Honolulu, Hawaii 96814; or (c) facsimile (fax) transmission at the following fax number: N/A; or (d) by electronic mail transmittal at the following electronic mail address: info@musehonolulu.com. My written cancellation may be any written statement signed and dated by me that states my decision to cancel my sales contract, or I may use this Notice by checking the appropriate box, signing and dating this Notice and returning it to the developer.

D. I understand that if I do not cancel my sales contract by the deadline described in Section B above, or if I close the purchase of the unit before the deadline described in Section B above, I will be considered to have waived my right to cancel my sales contract under Hawaii law. I also understand that I can waive my right to cancel my sales contract under Hawaii law by checking the appropriate box below, signing and dating this Notice and returning it to the developer.

E. If I have received this Notice of Right to Cancel Sales Contract more than six (6) months after the date I received the Developer's Public Report, I understand that the developer is required to either resend me a copy of the report and any amendments to it, or to make the documents available on a publicly accessible website. If this applies to me, I would like delivery as follows (*check one*):

☐ Mail them to me at my address on the sales contract.

☐ I will view them on the website at _____.
(*insert web address*)

☐ I received them at the same time I received this Notice of Right to Cancel Sales Contract.

I HAVE RECEIVED AND READ THIS NOTICE, I HAVE HAD AN OPPORTUNITY TO READ THE DEVELOPER'S PUBLIC REPORT, I UNDERSTAND THE DEVELOPER'S PUBLIC REPORT, AND (*check one or none of the following*):

☐ **I WAIVE MY RIGHT UNDER HAWAII LAW TO CANCEL MY SALES CONTRACT.**

☐ **I EXERCISE MY RIGHT UNDER HAWAII LAW TO CANCEL MY SALES CONTRACT.**

_____ _____
Signature Date

_____ _____
Signature Date

* If it is impractical to include a letter-sized map, the developer must provide written notice of an opportunity to examine the map.

For all sales information or where to file your cancellation, please contact the project's developer and real estate broker
This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

MUSE

HONOLULU