

**IMPORTANT - - Read This Developer Prepared Report Before Buying**

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

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

CONDOMINIUM PROJECT NAME:	SKY ALA MOANA WEST
PROJECT ADDRESS:	1388 Kapiolani Boulevard, Honolulu, Hawaii 96814
REGISTRATION NUMBER:	8308
EFFECTIVE DATE OF REPORT:	May 17, 2022
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input type="checkbox"/> Developer's Public Report: Effective Date _____ <input checked="" type="checkbox"/> Amended Or Amendment Report: Effective date <u>August 26, 2021</u> <input type="checkbox"/> Supersedes all prior amendments: Includes all prior amendment(s) and <u>must</u> be read together with: <input type="checkbox"/> Developer's Public Report: Effective Date _____ <input type="checkbox"/> Amended Report: Effective date _____
DEVELOPER(S):	JL Avalon Capbridge, LLC

**Preparation of this Amendment**

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

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

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*For all sales information, please contact the Developer and real estate broker on page 9 of the Developer's Public Report.*

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

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

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

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

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

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

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

Summary of Changes from Earlier Developer's Public Report:

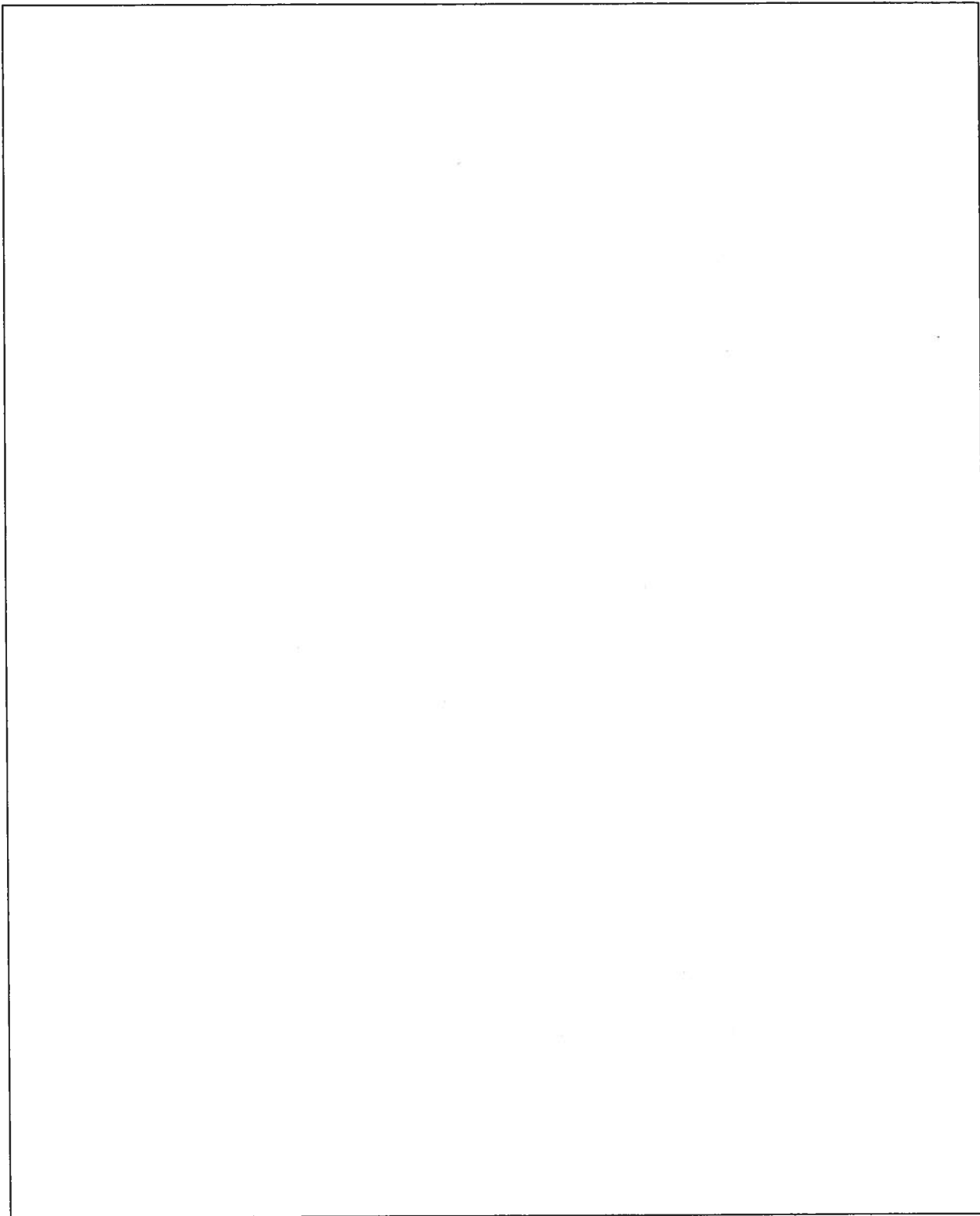
This summary contains a general description of the changes, if any, made by the Developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive.

Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made. **Developer shall include the updated pages of the Developer's Public Report with the relevant changes as part of the amendment.**

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

1. **Tax Map Key Number.** Section 1.1 on page 3 of the First Amended Developer's Public Report (the "**Public Report**") (The Underlying Land) has been revised to show the newly-assigned tax map key number for the project. Individual CPR numbers will be assigned to the individual units in the future.
2. **Encumbrances Against Title.** Section 1.12 on page 5 of the Public Report (Encumbrances Against Title) has been updated to reflect the date of the updated title report dated April 27, 2022 from Title Guaranty of Hawaii, LLC. Exhibit "F" (Encumbrances Against Title) has been updated to reflect the encumbrances noted on the updated title report, including the following:
  - a. Sky Ala Moana Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated September 24, 2021 and recorded at the Bureau of Conveyances (the "**Bureau**") as Document Nos. A-79430907-08 (the "**Affordable Housing Agreement**"). A further discussion of the Affordable Housing Agreement is incorporated as a new paragraph 6.23 on page 19d of this Amendment.
  - b. Declaration of Restrictive Covenants (Private Park) dated November 22, 2021 and recorded at the Bureau as Document No. A-80000333 (the "**Private Park Declaration**"). Further discussion of the Private Park Declaration is incorporated as a new paragraph 6.24 on page 19d of this Amendment.
  - c. Third Amendment to Declaration of Condominium Property Regime of Sky Ala Moana West dated May 2, 2022 and recorded at the Bureau as Document No. A-81570592 (the "**Third Amendment to Declaration**"). The Third Amendment to Declaration reassigns certain parking stalls in the Project. Section 3.1 on page 10 of the Public Report has been revised to show the recordation of the Third Amendment to Declaration. Exhibit "A" has also been revised to show the new parking stall assignments for the Project.
3. **Public Access Easement.** A new paragraph 6.25 has been incorporated to disclose the public access easement required by the Permit.

Changes continued:



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

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

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

\_\_\_\_\_  
JL Avalon Capbridge LLC  
Printed Name of Developer

  
\_\_\_\_\_  
Duty Authorized Signatory\*

\_\_\_\_\_  
May 4, 2022  
Date

\_\_\_\_\_  
Timothy Lee, its Authorized Representative  
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

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

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

# 1. THE CONDOMINIUM PROJECT

## 1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	1388 Kapiolani Boulevard Honolulu, Hawaii 96814
Address of Project is expected to change because (describe)	N/A
Tax Map Key (TMK)	(1) 2-3-016:048
Tax Map Key is expected to change because	The individual units will be assigned a separate Tax Map Key.
Land Area (square feet or acres)	34,800 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	43
Number of New Building(s)	1
Number of Converted Building(s)	0
Principle 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"						

<b>392</b>	<b>Total Number of Units</b>
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Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

**1.9 Common Elements**

<p><b>Common Elements:</b> 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.</p>	
<p>Described in Exhibit <u> "E" </u></p>	
<p>Described as follows:</p>	
<b>Common Element</b>	<b>Number</b>
Elevators	5 (1 shared with Sky East Project)
Stairways	3
Trash Chutes	1

**1.10 Limited Common Elements**

<p><b>Limited Common Elements:</b> 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.</p>
<p>Described in Exhibit <u> "E" </u>.</p>
<p>Described as follows:</p>

**1.11 Special Use Restrictions**

<p>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.</p>	
<input checked="" type="checkbox"/>	Pets: dogs, cats or other typical household pets and service animals are permitted in Residential Units pursuant to the limitations in Section VI.M of the Declaration and the House Rules (see Exhibit "K")
<input checked="" type="checkbox"/>	Number of Occupants: See Declaration, Section VI.C.2 (See also Section C.2 of Exhibit "D")
<input checked="" type="checkbox"/>	Other: Other: See Exhibit "D"; House Rules and restrictions on home-based businesses described in Exhibit "D", paragraph C.1
<input type="checkbox"/>	There are no special use restrictions.

**1.12 Encumbrances Against Title**

<p>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).</p>
<p>Exhibit <u> "F" </u> describes the encumbrances against title contained in the title report described below.</p>
<p>Date of the title report: April 27, 2022</p>
<p>Company that issued the title report: Title Guaranty of Hawaii, LLC</p>

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

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map, and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), 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	March 15, 2019	T-10669266
Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	February 9, 2021	A-77130313
Bureau of Conveyances	February 9, 2021	A-77130316
Bureau of Conveyances	May 2, 2022	A-81570592

#### 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	March 15, 2019	T-10669267
Amendments to Bylaws of the Association of Unit Owners		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	February 9, 2021	A-77130317

#### 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	2438
Bureau of Conveyances Map Number	
Dates of Recordation of Amendments to the Condominium Map:	



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

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

1. **Common Expenses; Developer May Pay Actual Costs of Project.** Developer may initially assume the actual Common Expenses of the Project, pursuant to Section 514B-41(b) of the Hawaii Revised Statutes ("HRS"), from the date upon which the certificates of occupancy are issued for Units within the Project. If Developer initially assumes the actual Common Expenses, the Owners shall not be obligated for the payment of their share of the Common Expenses until such time as Developer sends to the Owners a written notice that, after a specified date, the Owners shall be obligated to pay for the portion of the Common Expenses that are allocated to their respective Units.
2. **Real Property Tax Assessment.** Developer shall be responsible for any real property taxes attributable to the Residential Units prior to closing. Any real property taxes paid in advance by Developer shall be prorated as a closing cost payable by purchaser pursuant to the sales contract for the purchase of a Unit.
3. **The Commercial Units; Operations of Commercial Units.** The Commercial Units are located on level 1 of the Podium. 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 Class Common Interest and Commercial 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 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, Limited Common Elements appurtenant to all Residential Units and Limited Common Elements appurtenant to all Commercial Units 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, Limited Common Elements appurtenant to all Residential Units and Limited Common Elements appurtenant to all Commercial Units. 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. **Resident Manager Unit.** For a period of two (2) calendar years after the first Association meeting (the "**Option Period**"), Developer will give the Association an option to purchase from Developer Residential Unit No. 909 as a Resident Manager's Unit, at the price of \$875,000.00 plus closing costs. Until the expiration of the Option Period, Developer may pledge, lease, assign, and/or mortgage Residential Unit No. 909 to a third party or to the Association, in its sole discretion. In the event the Association does not purchase Residential Unit No. 909 during the Option Period, Developer may sell, pledge, lease, assign, convey, mortgage, and/or transfer Residential Unit No. 909 to a third party. If not purchased by the Association, Developer does not guaranty, warrant, or represent that Residential Unit No. 909 will continue to be used as a Resident Manager Unit or be utilized to serve the Project or its Owners.
6. **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. Neither the Association, the Resident Manager, nor Developer shall in any way be considered insurers or guarantors of security within the Project, and neither the Association, the Resident Manager, Developer, nor any successor Developer shall be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of security measures undertaken. All Owners and Occupants of any Unit, as applicable, acknowledge that the Association, the Board, the Resident Manager, Developer or any successor Developer, do not represent or warrant that any fire protection system or other security system designed or installed according to the guidelines established by Developer or the Association may not be compromised or circumvented, that any fire protection or burglar alarm systems or other security systems will prevent loss by fire, smoke, burglary, theft, hold-up, terrorism, or otherwise, nor that fire protection or burglar alarm systems or other security systems will in all cases provide the detection or protection for which the system was designed or intended. Each Owner and the Occupants of a Unit acknowledge and understand that the Resident Manager, the Association, its Board and committees, Developer, and any other successor to Developer is not an insurer, and each Owner and the Occupants of a Unit assume all risks for loss or damage to persons, Units and the contents of Units, and further acknowledges that the Resident Manager, the Association, its Board and committees, Developer, or any successor Developer have made no representations or warranties nor has any Owner or the Occupants of a Unit relied upon any representation or warranty, expressed or implied, including any warranty of merchantability as to the fitness of any alarm systems or other security systems recommended or installed, or any security measure undertaken within the Project.
7. **Nonliability for Square Footage Calculation.** There are various methods for calculating the square footage of a unit, and depending on the method of calculation, the quoted square footage of a unit is approximate and may vary by more than a nominal amount. Additionally, as a result of field construction, other permitted changes to a unit, and settling and shifting of improvements, actual square footage of a unit may also be affected. By accepting title to a unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the unit, regardless of any reasonable variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights), or square footage of any unit.
8. **Nonliability for Mold Development.** Mold and mold spores are present throughout the environment and residential condominium construction cannot practicably be designed to exclude the introduction of mold spores. All molds are not necessarily harmful, but certain strains of mold have been found to have adverse health effects on susceptible persons. Moisture is the primary mold growth factor that must be addressed. Developer cannot ensure that mold and mold spores will not be present in the Project. The failure of an Owner or the Association to take steps to minimize mold growth may increase the risk of mold growth and mold spores being present in the Project. Developer shall not be liable for any actual, special, incidental, or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence, or any other legal theory, with respect to the presence

and/or existence of molds, mildew, and/or microscopic spores at the Project, unless caused by the sole gross negligence or willful misconduct of Developer.

9. **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 not located within the tsunami evacuation zone.
10. **Condominium Living; Residential-Commercial Mixed-Use Retail Area.** Living in a multi-story, mixed-use, high-rise condominium building entails living in very close proximity to other persons, businesses, restaurants, and shopping areas, with attendant limitations on solitude and privacy. Walls, floors, and ceilings have been designed to meet applicable building codes. However, Owners will hear noise from adjacent Units within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets, washing machines, or other sources of running water and/or plumbing fixtures, and will smell odors from adjacent Units within the Project, including, but not limited to, cooking odors and cigarette smoke. 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, noise, 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.
11. **Noise; Traffic.** Being located in a central shopping, entertainment, and commuter district, noise, dust, vibration, and/or pedestrian and vehicular traffic are higher than average in the vicinity of the Project. Each Owner and every other Person who has any interest in the Project or who has the right to use the Project or any part of it waives, releases, and discharges any rights, claims, or actions that such Person may have, now or in the future, against Developer, and its Representatives, licensees, successors, and assigns, and arising directly or indirectly out of or from such noise, dust, vibrations, and/or additional traffic, including, without limitation, construction and operation of the County's planned elevated rail transit project, if constructed, which may be constructed in close proximity to the Project. Traffic, noises, and uses which are typically encountered in a high-rise condominium commercial-residential mixed-use setting, include, but are not limited to (a) transient noise and guest or pedestrian traffic from the street or the Limited Common Elements appurtenant to the Commercial Units or neighboring properties; (b) opening and closing of doors; (c) loud music from restaurants or other outlets, concert events, or performances; (d) vehicular traffic from the street; (e) voices of people talking outside retail and/or food and beverage establishments; and (f) noises from special events taking place near the Project. Such noise shall not be deemed a "nuisance", as such noises and/or uses are deemed to be common and accepted occurrences in a centrally located high-rise condominium mixed-use setting. Furthermore, normal construction activities shall not be considered a "nuisance." By accepting a deed to a Unit, an Owner acknowledges that the Project is adjacent to high-traffic roads, businesses, and retail/entertainment facilities, and that noise, lights, and odors common to such activities and related commercial activities as well as construction activities, may exist on or near the Project, at any time and from time to time. Each Owner, by acceptance of a deed or other conveyance of his or her Unit, hereby acknowledges and agrees that sound transmission in a high-rise building such as the Tower is very difficult to control. Developer does not make any representation or warranty as to the level of sound transmission at the Project, and each Owner hereby waives and expressly releases any claim for loss or damage resulting from such sound transmission.
12. **Views.** Each owner of a unit acknowledges that there are no protected views in the Project and that the units are not assured the existence or unobstructed continuation of any particular view. Any view from a unit is not intended as part of the value of the unit, and is not guaranteed, and Developer makes no representation or warranty regarding whether a unit will continue to have the same view, or any view; the effect of the view or the lack thereof on the value of the unit. The views from a unit or the Project will likely change as a result of, be affected by, or be obstructed by (a) construction or installation of buildings, improvements, structures, walls, and/or landscaping by Developer or owners of property outside

the Project; and/or (b) the growth of trees, landscaping, and/or vegetation within or outside the Project; and/or (c) the Rail Project described above, which may be located in the vicinity of the Project. Each owner and every other interested person waives, releases, and discharges any rights, claims, or actions that such person may have, now or in the future, against Developer and its representatives, licensees, successors, and assigns, and arising directly or indirectly out of or from any such change or obstruction of views by reason of such further development.

13. **Continuing Activities.** Each Owner understands and agrees that Developer is engaged in a sales and development program and that certain elements of the Project may not be completed and completion of the improvement of such items may be deferred by Developer at its sole and absolute option; provided normal access and parking facilities are provided for the units conveyed to third parties. As an integrated structure consisting of a variety of uses that may be changed from time to time, alterations, construction, remodeling, repair, and changes of uses within portions of the Property may occur from time to time.
14. **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.
15. **Marketing Materials.** Any marketing materials used by Developer in the promotion and sales of the Residential Units and of the Project shall not be a representation or warranty by Developer of the Residential Unit layout, décor, coloring, furnishings, or fixtures provided with the unit, or the types of amenities provided in the Project. The marketing materials are intended to give a purchaser a general idea of the standard and quality of the Project, and are not intended to represent the precise décor, coloring, furnishing, fixtures, or amenities that will be included in the Project.
16. **Condominium Map.** Nothing in the Condominium Map is intended to be or is a representation or warranty by Developer. Typical type floor plans may have slight deviations as to the location of columns in the unit, doors, and fixtures. The layout and areas of the units with typical depictions are intended to be consistent.
17. **Future Rail Route.** The Project may be in the vicinity of the proposed future rail route by the County, which may cause noise, dust, vibrations, traffic congestion, and/or other inconveniences or nuisances associated with the development, construction, and operation of such light rail transit system ("**Rail Effects**"). By signing and accepting a deed to a unit, an Owner accepts the Rail Effects and waives any claims or rights of action or suits against Developer or Developer's successors and assigns arising from any impairment of the Owner's use and enjoyment of the unit or the Project, or from any inconvenience, property damage or personal injury arising directly or indirectly from the Rail Effects.
18. **Use of Developer-Owned Units.** Units owned by Developer are exempt from the use restrictions set forth in the Declaration and, accordingly, may be used for any lawful purpose. This may impact other units in the Project to the extent that such use is found objectionable.
19. **Superstructure Permit.** Developer has obtained the Superstructure Permit for the Project. The Superstructure Permit allows Developer to construct the superstructure of the building. Issuance of the Superstructure Permit evidences that the plans for the structure of the building, as approved, conforms to the building code. Developer will continue to pursue the remaining permits for the Project, which include a final building permit that will include permitting for mechanical, engineering, and plumbing, and all civil and site work. Although the Superstructure Permit will permit completion of the Project tower, delays in obtaining the final building permit may cause delays in finalizing the Project, including completion of sewer, water and electrical tie-ins and landscaping.

20. **Location of Units Near the Recreational Deck.** Certain Residential Units located on or near the eighth (8<sup>th</sup>) level of the Tower are located in close proximity to the Recreational Facilities, which is also located on the eighth (8<sup>th</sup>) level of the Tower, which is the roof of the Podium. As a result, such Residential Units may be exposed to greater noise and other nuisances than the Residential Units located on other levels of the Tower.
21. **Video Surveillance.** The Common Elements of the Project may be subject to video surveillance at all times. Covert cameras may be installed in various common areas, including, without limitation, elevators. The intended purpose for such surveillance is post-incident investigation and not deterrence.
22. **Deregistration of Land.** The land underlying the Project has been deregistered from Land Court by instruments recorded October 15, 2019, at the Bureau of Conveyances of the State of Hawaii as Document Nos. A-72270690 to A-72270699, inclusive.
23. **Affordable Housing Agreement.** The Project is subject to the Affordable Housing Agreement, which Affordable Housing Agreement is a condition of the Permit. All units subject to the affordability requirements of the Affordable Housing Agreement are in the Sky East Project. If Developer no longer holds an interest in the Project, the Association of the Sky East Project shall be required to keep custody of the files and records concerning the Project and the marketing and sale of the affordable housing units (the "**AHUs**") for a minimum of seven (7) years after the end of the last Period of Affordability (as defined in the Affordable Housing Agreement) for an AHU in the Project.
24. **Private Park Declaration.** As required by Rule 10 of the Park Dedication Rules and Regulations of the City and County of Honolulu, the recreational amenities of the Project are required to be improved, maintained, and used exclusively for private park, playground and recreational purposes. For the duration of the Private Park Declaration, the Association shall be obligated to perpetually maintain the portion of the recreational amenities located at the Project.
25. **Public Access Easement.** As required by the Permit, Developer is in the process of designating and granting an easement in favor of the City for public access (including but not limited to motorists, pedestrians, and bicyclists) over and across the Project driveway traversing the Project site from Kapiolani to Makaloa Street.

**EXHIBIT "A"**

**Unit Numbers, Unit Types, Parking Stall No(s), Number of Bedrooms And Bathrooms, Approximate Net Living Areas, Approximate Net Lanai Areas, Total Approximate Net Area, Common Interest; Class Common Interest**

**I. Unit Numbers, Unit Types, Parking Stall No(s), Number of Bedrooms and Bathrooms, Approximate Net Living Areas, Approximate Net Lanai Areas, Total Approximate Net Area, Common Interest**

<b>Unit Number</b>	<b>Unit Type</b>	<b>Parking Stall No(s)</b>	<b>Bedrooms/ Bathrooms</b>	<b>Approx. Net Living Area (square feet)</b>	<b>Approx. Net Lanai Area (square feet)</b>	<b>Total Approx. Net Area (square feet)</b>	<b>Common Interest</b>
806	R-06	7030, 7031	2/2	809	121	930	0.287819%
808	R-08	6024, 6025	2/2	813	211	1,024	0.289243%
809	R-09	4157, 4082	2/2	848	320	1,168	0.301695%
810	R-10	4094	1/1	519	130	649	0.184646%
811	R-11	4155, 4156	2/2	801	520	1,321	0.284973%
901	R-01	6097, 6098	2/2	901	91	992	0.320550%
902	R-02	7033, 7034	2/2	822	91	913	0.292444%
903	R-03	7116	1/1	574	75	649	0.204213%
904	R-04	7122	1/1	521	98	619	0.185357%
905	R-05	7133	1/1	567	73	640	0.201723%
906	R-06	7076, 7077	2/2	809	99	908	0.287819%
907	R-07	6113	1/1	556	99	655	0.197809%
908	R-08	7063, 7064	2/2	813	96	909	0.289243%
909*	R-09	5143, 5145	2/2	848	84	932	0.301695%
910	R-10	7139	1/1	519	100	619	0.184646%
911	R-11	7086, 7117	2/2	801	82	883	0.284973%
1001	R-01	6095, 6096	2/2	901	91	992	0.320550%
1002	R-02	7055, 7056	2/2	822	91	913	0.292444%
1003	R-03	4140	1/1	574	75	649	0.204213%
1004	R-04	7121	1/1	521	98	619	0.185357%
1005	R-05	7044	1/1	567	73	640	0.201723%
1006	R-06	7045, 7046	2/2	809	99	908	0.287819%
1007	R-07	6084	1/1	556	99	655	0.197809%
1008	R-08	7057, 7058	2/2	813	96	909	0.289243%
1009	R-09	7123, 7124	2/2	848	84	932	0.301695%
1010	R-10	6126	1/1	519	100	619	0.184646%
1011	R-11	7039, 7040	2/2	801	82	883	0.284973%
1101	R-01	6093	2/2	901	91	992	0.320550%
1102	R-02	6094	2/2	822	91	913	0.292444%
1103	R-03	6019	1/1	574	75	649	0.204213%
1104	R-04	7109	1/1	521	98	619	0.185357%
1105	R-05	5152	1/1	567	73	640	0.201723%
1106	R-06	7042, 7043	2/2	809	99	908	0.287819%
1107	R-07	7036	1/1	556	99	655	0.197809%
1108	R-08	7049, 7050	2/2	813	96	909	0.289243%
1109	R-09	7078, 7079	2/2	848	84	932	0.301695%
1110	R-10	6119	1/1	519	100	619	0.184646%
1111	R-11	6082, 6083	2/2	801	82	883	0.284973%
1201	R-01	6020, 6021	2/2	901	91	992	0.320550%
1202	R-02	7113, 7114	2/2	822	91	913	0.292444%

Unit Number	Unit Type	Parking Stall No(s)	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
1203	R-03	7097	1/1	574	75	649	0.204213%
1204	R-04	7108	1/1	521	98	619	0.185357%
1205	R-05	7035	1/1	567	73	640	0.201723%
1206	R-06	7065, 7066	2/2	809	99	908	0.287819%
1207	R-07	5119	1/1	556	99	655	0.197809%
1208	R-08	7110, 7111	2/2	813	96	909	0.289243%
1209	R-09	7129, 7130	2/2	848	84	932	0.301695%
1210	R-10	6048	1/1	519	100	619	0.184646%
1211	R-11	7061, 7062	2/2	801	82	883	0.284973%
1301	R-01	6103, 6104	2/2	901	91	992	0.320550%
1302	R-02	7026, 7027	2/2	822	91	913	0.292444%
1303	R-03	7099	1/1	574	75	649	0.204213%
1304	R-04	7047	1/1	521	98	619	0.185357%
1305	R-05	7105	1/1	567	73	640	0.201723%
1306	R-06	7002, 7003	2/2	809	99	908	0.287819%
1307	R-07	5105	1/1	556	99	655	0.197809%
1308	R-08	7106, 7107	2/2	813	96	909	0.289243%
1309	R-09	4112, 4114	2/2	848	84	932	0.301695%
1310	R-10	6001	1/1	519	100	619	0.184646%
1311	R-11	7052, 7053	2/2	801	82	883	0.284973%
1401	R-01	6013, 6014	2/2	901	91	992	0.320550%
1402	R-02	7083, 7084	2/2	822	91	913	0.292444%
1403	R-03	7088	1/1	574	75	649	0.204213%
1404	R-04	7080	1/1	521	98	619	0.185357%
1405	R-05	7112	1/1	567	73	640	0.201723%
1406	R-06	6153, 6154	2/2	809	99	908	0.287819%
1407	R-07	5048	1/1	556	99	655	0.197809%
1408	R-08	7095, 7096	2/2	813	96	909	0.289243%
1409	R-09	7135, 7136	2/2	848	84	932	0.301695%
1410	R-10	5118	1/1	519	100	619	0.184646%
1411	R-11	7119, 7120	2/2	801	82	883	0.284973%
1501	R-01	5024, 5025	2/2	901	91	992	0.320550%
1502	R-02	7081, 7082	2/2	822	91	913	0.292444%
1503	R-03	6092	1/1	574	75	649	0.204213%
1504	R-04	7001	1/1	521	98	619	0.185357%
1505	R-05	7022	1/1	567	73	640	0.201723%
1506	R-06	6144, 6145	2/2	809	99	908	0.287819%
1507	R-07	7127	1/1	556	99	655	0.197809%
1508	R-08	7093, 7094	2/2	813	96	909	0.289243%
1509	R-09	7137, 7138	2/2	848	84	932	0.301695%
1510	R-10	5047	1/1	519	100	619	0.184646%
1511	R-11	7103, 7104	2/2	801	82	883	0.284973%
1601	R-01	5080, 5081	2/2	901	91	992	0.320550%
1602	R-02	7008, 7009	2/2	822	91	913	0.292444%
1603	R-03	6116	1/1	574	75	649	0.204213%
1604	R-04	5114	1/1	521	98	619	0.185357%
1605	R-05	7085	1/1	567	73	640	0.201723%
1606	R-06	6127, 6128	2/2	809	99	908	0.287819%

Unit Number	Unit Type	Parking Stall No(s)	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
1607	R-07	7134	1/1	556	99	655	0.197809%
1608	R-08	7091, 7092	2/2	813	96	909	0.289243%
1609	R-09	7140, 7141	2/2	848	84	932	0.301695%
1610	R-10	5001	1/1	519	100	619	0.184646%
1611	R-11	7024, 7025	2/2	801	82	883	0.284973%
1701	R-01	5086, 5087	2/2	901	91	992	0.320550%
1702	R-02	7011, 7012	2/2	822	91	913	0.292444%
1703	R-03	5139	1/1	574	75	649	0.204213%
1704	R-04	7010	1/1	521	98	619	0.185357%
1705	R-05	7098	1/1	567	73	640	0.201723%
1706	R-06	6132, 6133	2/2	809	99	908	0.287819%
1707	R-07	7041	1/1	556	99	655	0.197809%
1708	R-08	7089, 7090	2/2	813	96	909	0.289243%
1709	R-09	7070, 7071	2/2	848	84	932	0.301695%
1710	R-10	4006	1/1	519	100	619	0.184646%
1711	R-11	6079, 6080	2/2	801	82	883	0.284973%
1801	R-01	5078, 5079	2/2	901	91	992	0.320550%
1802	R-02	7013, 7014	2/2	822	91	913	0.292444%
1803	R-03	6120	1/1	574	75	649	0.204213%
1804	R-04	7007	1/1	521	98	619	0.185357%
1805	R-05	7100	1/1	567	73	640	0.201723%
1806	R-06	6138, 6139	2/2	809	99	908	0.287819%
1807	R-07	7075	1/1	556	99	655	0.197809%
1808	R-08	7020, 7021	2/2	813	96	909	0.289243%
1809	R-09	7067, 7068	2/2	848	84	932	0.301695%
1810	R-10	7125	1/1	519	100	619	0.184646%
1811	R-11	6077, 6078	2/2	801	82	883	0.284973%
1901	R-01	5149, 5150	2/2	901	91	992	0.320550%
1902	R-02	7015, 7016	2/2	822	91	913	0.292444%
1903	R-03	6164	1/1	574	75	649	0.204213%
1904	R-04	7072	1/1	521	98	619	0.185357%
1905	R-05	7087	1/1	567	73	640	0.201723%
1906	R-06	7028, 7029	2/2	809	99	908	0.287819%
1907	R-07	7059	1/1	556	99	655	0.197809%
1908	R-08	7017, 7018	2/2	813	96	909	0.289243%
1909	R-09	7073, 7074	2/2	848	84	932	0.301695%
1910	R-10	7126	1/1	519	100	619	0.184646%
1911	R-11	6073, 6074	2/2	801	82	883	0.284973%
2001	R-01	5013, 5014	2/2	901	91	992	0.320550%
2002	R-02	6042, 6043	2/2	822	91	913	0.292444%
2003	R-03	6089	1/1	574	75	649	0.204213%
2004	R-04	6125	1/1	521	98	619	0.185357%
2005	R-05	6038	1/1	567	73	640	0.201723%
2006	R-06	6067, 6068	2/2	809	99	908	0.287819%
2007	R-07	5102	1/1	556	99	655	0.197809%
2008	R-08	6156, 6157	2/2	813	96	909	0.289243%
2009	R-09	6152, 7115	2/2	848	84	932	0.301695%
2010	R-10	7128	1/1	519	100	619	0.184646%

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Unit Number	Unit Type	Parking Stall No(s)	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
2011	R-11	6071, 6072	2/2	801	82	883	0.284973%
2101	R-01	5083, 5084	2/2	901	91	992	0.320550%
2102	R-02	6034, 6035	2/2	822	91	913	0.292444%
2103	R-03	6102	1/1	574	75	649	0.204213%
2104	R-04	6047	1/1	521	98	619	0.185357%
2105	R-05	6054	1/1	567	73	640	0.201723%
2106	R-06	5122, 5123	2/2	809	99	908	0.287819%
2107	R-07	7118	1/1	556	99	655	0.197809%
2108	R-08	6045, 6046	2/2	813	96	909	0.289243%
2109	R-09	7004, 7005	2/2	848	84	932	0.301695%
2110	R-10	7069	1/1	519	100	619	0.184646%
2111	R-11	6063, 6064	2/2	801	82	883	0.284973%
2201	R-01	5017, 5018	2/2	901	91	992	0.320550%
2202	R-02	6028, 6029	2/2	822	91	913	0.292444%
2203	R-03	4095	1/1	574	75	649	0.204213%
2204	R-04	6007	1/1	521	98	619	0.185357%
2205	R-05	6033	1/1	567	73	640	0.201723%
2206	R-06	5131, 5132	2/2	809	99	908	0.287819%
2207	R-07	7032	1/1	556	99	655	0.197809%
2208	R-08	6039, 6040	2/2	813	96	909	0.289243%
2209	R-09	6150, 7048	2/2	848	84	932	0.301695%
2210	R-10	7060	1/1	519	100	619	0.184646%
2211	R-11	6061, 6062	2/2	801	82	883	0.284973%
2301	R-01	5011, 5012	2/2	901	91	992	0.320550%
2302	R-02	6026, 6027	2/2	822	91	913	0.292444%
2303	R-03	6018	1/1	574	75	649	0.204213%
2304	R-04	6010	1/1	521	98	619	0.185357%
2305	R-05	6032	1/1	567	73	640	0.201723%
2306	R-06	5137, 5138	2/2	809	99	908	0.287819%
2307	R-07	6134	1/1	556	99	655	0.197809%
2308	R-08	6036, 6037	2/2	813	96	909	0.289243%
2309	R-09	6142, 6143	2/2	848	84	932	0.301695%
2310	R-10	4048	1/1	519	100	619	0.184646%
2311	R-11	6057, 6058	2/2	801	82	883	0.284973%
2401	R-01	5008, 5009, 7037	2/2	901	91	992	0.320550%
2402	R-02	6110, 6111	2/2	822	91	913	0.292444%
2403	R-03	6158	1/1	574	75	649	0.204213%
2404	R-04	5106	1/1	521	98	619	0.185357%
2405	R-05	6023	1/1	567	73	640	0.201723%
2406	R-06	6146, 6147	2/2	809	99	908	0.287819%
2407	R-07	7054	1/1	556	99	655	0.197809%
2408	R-08	6030, 6031	2/2	813	96	909	0.289243%
2409	R-09	6129, 6130	2/2	848	84	932	0.301695%
2410	R-10	7051	1/1	519	100	619	0.184646%
2411	R-11	6055, 6056	2/2	801	82	883	0.284973%
2501	R-01	5098, 5099	2/2	901	91	992	0.320550%
2502	R-02	6123, 6124	2/2	822	91	913	0.292444%

Unit Number	Unit Type	Parking Stall No(s)	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
2503	R-03	5113	1/1	574	75	649	0.204213%
2504	R-04	5077	1/1	521	98	619	0.185357%
2505	R-05	7019	1/1	567	73	640	0.201723%
2506	R-06	6065, 6066	2/2	809	99	908	0.287819%
2507	R-07	6141	1/1	556	99	655	0.197809%
2508	R-08	6107, 6108	2/2	813	96	909	0.289243%
2509	R-09	6136, 6137	2/2	848	84	932	0.301695%
2510	R-10	4001	1/1	519	100	619	0.184646%
2511	R-11	6051, 6052	2/2	801	82	883	0.284973%
2601	R-01	4080, 4081	2/2	901	91	992	0.320550%
2602	R-02	6087, 6088	2/2	822	91	913	0.292444%
2603	R-03	5115	1/1	574	75	649	0.204213%
2604	R-04	5010	1/1	521	98	619	0.185357%
2605	R-05	6075	1/1	567	73	640	0.201723%
2606	R-06	4004, 4005	2/2	809	99	908	0.287819%
2607	R-07	6081	1/1	556	99	655	0.197809%
2608	R-08	6117, 6118	2/2	813	96	909	0.289243%
2609	R-09	6002, 6003	2/2	848	84	932	0.301695%
2610	R-10	6155	1/1	519	100	619	0.184646%
2611	R-11	6049, 6050	2/2	801	82	883	0.284973%
2701	R-01	4078, 4079	2/2	901	91	992	0.320550%
2702	R-02	5039, 5040	2/2	822	91	913	0.292444%
2703	R-03	5082	1/1	574	75	649	0.204213%
2704	R-04	5007	1/1	521	98	619	0.185357%
2705	R-05	6100	1/1	567	73	640	0.201723%
2706	R-06	5002, 5003	2/2	809	99	908	0.287819%
2707	R-07	6076	1/1	556	99	655	0.197809%
2708	R-08	6114, 6115	2/2	813	96	909	0.289243%
2709	R-09	6004, 6005	2/2	848	84	932	0.301695%
2710	R-10	6135	1/1	519	100	619	0.184646%
2711	R-11	5075, 5076	2/2	801	82	883	0.284973%
2801	R-01	4103, 4104	2/2	901	91	992	0.320550%
2802	R-02	5116, 5117	2/2	822	91	913	0.292444%
2803	R-03	5023	1/1	574	75	649	0.204213%
2804	R-04	4119	1/1	521	98	619	0.185357%
2805	R-05	6101	1/1	567	73	640	0.201723%
2806	R-06	5004, 5005	2/2	809	99	908	0.287819%
2807	R-07	6044	1/1	556	99	655	0.197809%
2808	R-08	6162, 6163	2/2	813	96	909	0.289243%
2809	R-09	5120, 5121	2/2	848	84	932	0.301695%
2810	R-10	7023	1/1	519	100	619	0.184646%
2811	R-11	5072, 5073	2/2	801	82	883	0.284973%
2901	R-01	6090, 6091	2/2	901	91	992	0.320550%
2902	R-02	5030, 5031	2/2	822	91	913	0.292444%
2903	R-03	5019	1/1	574	75	649	0.204213%
2904	R-04	4118	1/1	521	98	619	0.185357%
2905	R-05	6017	1/1	567	73	640	0.201723%
2906	R-06	5063, 5064	2/2	809	99	908	0.287819%

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Unit Number	Unit Type	Parking Stall No(s)	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
2907	R-07	6069	1/1	556	99	655	0.197809%
2908	R-08	6160, 6161	2/2	813	96	909	0.289243%
2909	R-09	5129, 5130	2/2	848	84	932	0.301695%
2910	R-10	6006	1/1	519	100	619	0.184646%
2911	R-11	5069, 5070	2/2	801	82	883	0.284973%
3001	R-01	4020, 4021	2/2	901	91	992	0.320550%
3002	R-02	5103, 5104	2/2	822	91	913	0.292444%
3003	R-03	5022	1/1	574	75	649	0.204213%
3004	R-04	4077	1/1	521	98	619	0.185357%
3005	R-05	5044	1/1	567	73	640	0.201723%
3006	R-06	4063, 4064	2/2	809	99	908	0.287819%
3007	R-07	6060	1/1	556	99	655	0.197809%
3008	R-08	5055, 5056	2/2	813	96	909	0.289243%
3009	R-09	5135, 5136	2/2	848	84	932	0.301695%
3010	R-10	6112	1/1	519	100	619	0.184646%
3011	R-11	5067, 5068	2/2	801	82	883	0.284973%
3101	R-01	4013, 4014	2/2	901	91	992	0.320550%
3102	R-02	4030, 4031	2/2	822	91	913	0.292444%
3103	R-03	5095	1/1	574	75	649	0.204213%
3104	R-04	4047	1/1	521	98	619	0.185357%
3105	R-05	6099	1/1	567	73	640	0.201723%
3106	R-06	4061, 4062	2/2	809	99	908	0.287819%
3107	R-07	6109	1/1	556	99	655	0.197809%
3108	R-08	5037, 5038	2/2	813	96	909	0.289243%
3109	R-09	5146, 5147	2/2	848	84	932	0.301695%
3110	R-10	5141	1/1	519	100	619	0.184646%
3111	R-11	5045, 5046	2/2	801	82	883	0.284973%
3201	R-01	4107, 4108	2/2	901	91	992	0.320550%
3202	R-02	6011, 6012	2/2	822	91	913	0.292444%
3203	R-03	5094	1/1	574	75	649	0.204213%
3204	R-04	4105	1/1	521	98	619	0.185357%
3205	R-05	6022	1/1	567	73	640	0.201723%
3206	R-06	4129, 4130	2/2	809	99	908	0.287819%
3207	R-07	5074	1/1	556	99	655	0.197809%
3208	R-08	5100, 5101	2/2	813	96	909	0.289243%
3209	R-09	5109, 5112	2/2	848	84	932	0.301695%
3210	R-10	6070	1/1	519	100	619	0.184646%
3211	R-11	5042, 5043	2/2	801	82	883	0.284973%
3301	R-01	4149, 4150	2/2	901	91	992	0.320550%
3302	R-02	6105, 6106	2/2	822	91	913	0.292444%
3303	R-03	5085	1/1	574	75	649	0.204213%
3304	R-04	4106	1/1	521	98	619	0.185357%
3305	R-05	5032	1/1	567	73	640	0.201723%
3306	R-06	4137, 4138	2/2	809	99	908	0.287819%
3307	R-07	5066	1/1	556	99	655	0.197809%
3308	R-08	4145, 5111	2/2	813	96	909	0.289243%
3309	R-09	5125, 5126	2/2	848	84	932	0.301695%
3310	R-10	6041	1/1	519	100	619	0.184646%

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Unit Number	Unit Type	Parking Stall No(s)	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
3311	R-11	5057, 5058	2/2	801	82	883	0.284973%
3401	R-01	4086, 4087	2/2	901	91	992	0.320550%
3402	R-02	5107, 5108	2/2	822	91	913	0.292444%
3403	R-03	5157	1/1	574	75	649	0.204213%
3404	R-04	4010	1/1	521	98	619	0.185357%
3405	R-05	6159	1/1	567	73	640	0.201723%
3406	R-06	4131, 4132	2/2	809	99	908	0.287819%
3407	R-07	5065	1/1	556	99	655	0.197809%
3408	R-08	5028, 5029	2/2	813	96	909	0.289243%
3409	R-09	5026, 5027	2/2	848	84	932	0.301695%
3410	R-10	6059	1/1	519	100	619	0.184646%
3411	R-11	5051, 5052	2/2	801	82	883	0.284973%
3501	R-01	4088, 4089	2/2	901	91	992	0.320550%
3502	R-02	6008, 6009	2/2	822	91	913	0.292444%
3503	R-03	4115	1/1	574	75	649	0.204213%
3504	R-04	4007	1/1	521	98	619	0.185357%
3505	R-05	4069	1/1	567	73	640	0.201723%
3506	R-06	7101, 7102	2/2	809	99	908	0.287819%
3507	R-07	5041	1/1	556	99	655	0.197809%
3508	R-08	4035, 4036	2/2	813	96	909	0.289243%
3509	R-09	4146, 4147	2/2	848	84	932	0.301695%
3510	R-10	6053	1/1	519	100	619	0.184646%
3511	R-11	5049, 5050	2/2	801	82	883	0.284973%
3601	R-01	4090, 4091	2/2	901	91	992	0.320550%
3602	R-02	5092, 5093	2/2	822	91	913	0.292444%
3603	R-03	5151	1/1	574	75	649	0.204213%
3604	R-04	6131	1/1	521	98	619	0.185357%
3605	R-05	4066	1/1	567	73	640	0.201723%
3606	R-06	4002, 4003	2/2	809	99	908	0.287819%
3607	R-07	5036	1/1	556	99	655	0.197809%
3608	R-08	4037, 4038	2/2	813	96	909	0.289243%
3609	R-09	4133, 4134	2/2	848	84	932	0.301695%
3610	R-10	5128	1/1	519	100	619	0.184646%
3611	R-11	4067, 4068	2/2	801	82	883	0.284973%
3701	R-01	4092, 4093	2/2	901	91	992	0.320550%
3702	R-02	5090, 5091	2/2	822	91	913	0.292444%
3703	R-03	4054	1/1	574	75	649	0.204213%
3704	R-04	7006	1/1	521	98	619	0.185357%
3705	R-05	4065	1/1	567	73	640	0.201723%
3706	R-06	4125, 4126	2/2	809	99	908	0.287819%
3707	R-07	5060	1/1	556	99	655	0.197809%
3708	R-08	6085, 6086	2/2	813	96	909	0.289243%
3709	R-09	5061, 5062	2/2	848	84	932	0.301695%
3710	R-10	5134	1/1	519	100	619	0.184646%
3711	R-11	4059, 4060	2/2	801	82	883	0.284973%
3801	R-01	4083, 4084	2/2	901	91	992	0.320550%
3802	R-02	5155, 5156	2/2	822	91	913	0.292444%
3803	R-03	4024	1/1	574	75	649	0.204213%

Unit Number	Unit Type	Parking Stall No(s)	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
3804	R-04	6140	1/1	521	98	619	0.185357%
3805	R-05	4044	1/1	567	73	640	0.201723%
3806	R-06	4075, 4076	2/2	809	99	908	0.287819%
3807	R-07	5059	1/1	556	99	655	0.197809%
3808	R-08	4045, 4046	2/2	813	96	909	0.289243%
3809	R-09	4122, 4123	2/2	848	84	932	0.301695%
3810	R-10	5071	1/1	519	100	619	0.184646%
3811	R-11	4057, 4058	2/2	801	82	883	0.284973%
3901	R-01	4011, 4012	2/2	901	91	992	0.320550%
3902	R-02	5153, 5154	2/2	822	91	913	0.292444%
3903	R-03	4025	1/1	574	75	649	0.204213%
3904	R-04	5148	1/1	521	98	619	0.185357%
3905	R-05	4041	1/1	567	73	640	0.201723%
3906	R-06	5034, 5035	2/2	809	99	908	0.287819%
3907	R-07	5054	1/1	556	99	655	0.197809%
3908	R-08	4039, 4040	2/2	813	96	909	0.289243%
3909	R-09	4120, 4121	2/2	848	84	932	0.301695%
3910	R-10	5006	1/1	519	100	619	0.184646%
3911	R-11	6015, 6016	2/2	801	82	883	0.284973%
4001	R-01	4008, 4009	2/2	901	91	992	0.320550%
4002	R-02	5096, 5097	2/2	822	91	913	0.292444%
4003	R-03	4019	1/1	574	75	649	0.204213%
4004	R-04	5124	1/1	521	98	619	0.185357%
4005	R-05	4032	1/1	567	73	640	0.201723%
4006	R-06	4042, 4043	2/2	809	99	908	0.287819%
4007	R-07	5053	1/1	556	99	655	0.197809%
4008	R-08	4049, 4050	2/2	813	96	909	0.289243%
4009	R-09	4135, 4136	2/2	848	84	932	0.301695%
4010	R-10	4124	1/1	519	100	619	0.184646%
4011	R-11	4055, 4056	2/2	801	82	883	0.284973%
4101	R-01	4015, 4016	2/2	901	91	992	0.320550%
4102	R-02	5015, 5016	2/2	822	91	913	0.292444%
4103	R-03	4022	1/1	574	75	649	0.204213%
4104	R-04	5127	1/1	521	98	619	0.185357%
4105	R-05	4053	1/1	567	73	640	0.201723%
4106	R-06	4070, 4071	2/2	809	99	908	0.287819%
4107	R-07	5033	1/1	556	99	655	0.197809%
4108	R-08	4033, 4034	2/2	813	96	909	0.289243%
4109	R-09	6121, 6122	2/2	848	84	932	0.301695%
4110	R-10	4127	1/1	519	100	619	0.184646%
4111	R-11	4051, 4052	2/2	801	82	883	0.284973%
4201	R-01	4096, 4097	2/2	901	91	992	0.320550%
4202	R-02	4098, 4099	2/2	822	91	913	0.292444%
4203	R-03	4113	1/1	574	75	649	0.204213%
4204	R-04	5133	1/1	521	98	619	0.185357%
4205	R-05	4102	1/1	567	73	640	0.201723%
4206	R-06	4100, 4101	2/2	809	99	908	0.287819%
4207	R-07	4074	1/1	556	99	655	0.197809%

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Unit Number	Unit Type	Parking Stall No(s)	Bedrooms/ Bathrooms	Approx. Net Living Area (square feet)	Approx. Net Lanai Area (square feet)	Total Approx. Net Area (square feet)	Common Interest
4208	R-08	5020, 5021	2/2	813	96	909	0.289243%
4209	R-09	4072, 4073	2/2	848	84	932	0.301695%
4210	R-10	4128	1/1	519	100	619	0.184646%
4211	R-11	5088, 5089	2/2	801	82	883	0.284973%
4301	R-01	4153, 4154	2/2	901	91	992	0.320559%
4302	R-02	4017, 4018	2/2	822	91	913	0.292444%
4303	R-03	4151	1/1	574	75	649	0.204213%
4304	R-04	4148	1/1	521	98	619	0.185357%
4305	R-05	4085	1/1	567	73	640	0.201723%
4306	R-06	4028, 4029	2/2	809	99	908	0.287819%
4307	R-07	4109	1/1	556	99	655	0.197809%
4308	R-08	4026, 4027	2/2	813	96	909	0.289243%
4309	R-09	4110, 4111	2/2	848	84	932	0.301695%
4310	R-10	4023	1/1	519	100	619	0.184646%
4311	R-11	4116, 4117	2/2	801	82	883	0.284973%
Commercial Unit 1	Commercial			5,612		5,612	1.996592%
Commercial Unit 3	Commercial			1,092		1,092	0.388503%
<b>TOTAL</b>				<b>281,079</b>	<b>35,882</b>	<b>316,961</b>	<b>100.000000%</b>

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.

\* Resident Manager's Unit.

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 ninety-two (392) 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%), the Common Interest attributable to Unit 4301 was increased by 0.000009%.

D. **Parking Stalls.** The Condominium Map depicts the location, type and number of parking stalls in the Project. The Residential Unit parking stalls are located on levels 4 to 7 of the Podium. Parking stalls not otherwise assigned to Residential Units within levels 4 to 7 of the Podium are currently assigned to Residential Unit No. 909. Developer has the reserved right to redesignate and reassign parking stalls currently designated as Limited Common Elements appurtenant to the Residential Units to individual Residential Units in the Project as Limited Common Elements appurtenant to such Residential Units.

**II. Class Common Interest.**

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

<b>Unit No.</b>	<b>Approximate Net Living Area</b>	<b>Class Common Interest</b>
806	809	0.294852%
808	813	0.296310%
809	848	0.309066%
810	519	0.189157%
811	801	0.291936%
901	901	0.328383%
902	822	0.299590%
903	574	0.209203%
904	521	0.189886%
905	567	0.206651%
906	809	0.294852%
907	556	0.202642%
908	813	0.296310%
909	848	0.309066%
910	519	0.189157%
911	801	0.291936%
1001	901	0.328383%
1002	822	0.299590%
1003	574	0.209203%
1004	521	0.189886%
1005	567	0.206651%
1006	809	0.294852%
1007	556	0.202642%
1008	813	0.296310%
1009	848	0.309066%
1010	519	0.189157%
1011	801	0.291936%
1101	901	0.328383%
1102	822	0.299590%
1103	574	0.209203%
1104	521	0.189886%
1105	567	0.206651%
1106	809	0.294852%
1107	556	0.202642%
1108	813	0.296310%
1109	848	0.309066%
1110	519	0.189157%
1111	801	0.291936%
1201	901	0.328383%
1202	822	0.299590%
1203	574	0.209203%
1204	521	0.189886%
1205	567	0.206651%
1206	809	0.294852%
1207	556	0.202642%
1208	813	0.296310%
1209	848	0.309066%

<b>Unit No.</b>	<b>Approximate Net Living Area</b>	<b>Class Common Interest</b>
1210	519	0.189157%
1211	801	0.291936%
1301	901	0.328383%
1302	822	0.299590%
1303	574	0.209203%
1304	521	0.189886%
1305	567	0.206651%
1306	809	0.294852%
1307	556	0.202642%
1308	813	0.296310%
1309	848	0.309066%
1310	519	0.189157%
1311	801	0.291936%
1401	901	0.328383%
1402	822	0.299590%
1403	574	0.209203%
1404	521	0.189886%
1405	567	0.206651%
1406	809	0.294852%
1407	556	0.202642%
1408	813	0.296310%
1409	848	0.309066%
1410	519	0.189157%
1411	801	0.291936%
1501	901	0.328383%
1502	822	0.299590%
1503	574	0.209203%
1504	521	0.189886%
1505	567	0.206651%
1506	809	0.294852%
1507	556	0.202642%
1508	813	0.296310%
1509	848	0.309066%
1510	519	0.189157%
1511	801	0.291936%
1601	901	0.328383%
1602	822	0.299590%
1603	574	0.209203%
1604	521	0.189886%
1605	567	0.206651%
1606	809	0.294852%
1607	556	0.202642%
1608	813	0.296310%
1609	848	0.309066%
1610	519	0.189157%
1611	801	0.291936%
1701	901	0.328383%
1702	822	0.299590%
1703	574	0.209203%
1704	521	0.189886%
1705	567	0.206651%
1706	809	0.294852%

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Unit No.	Approximate Net Living Area	Class Common Interest
1707	556	0.202642%
1708	813	0.296310%
1709	848	0.309066%
1710	519	0.189157%
1711	801	0.291936%
1801	901	0.328383%
1802	822	0.299590%
1803	574	0.209203%
1804	521	0.189886%
1805	567	0.206651%
1806	809	0.294852%
1807	556	0.202642%
1808	813	0.296310%
1809	848	0.309066%
1810	519	0.189157%
1811	801	0.291936%
1901	901	0.328383%
1902	822	0.299590%
1903	574	0.209203%
1904	521	0.189886%
1905	567	0.206651%
1906	809	0.294852%
1907	556	0.202642%
1908	813	0.296310%
1909	848	0.309066%
1910	519	0.189157%
1911	801	0.291936%
2001	901	0.328383%
2002	822	0.299590%
2003	574	0.209203%
2004	521	0.189886%
2005	567	0.206651%
2006	809	0.294852%
2007	556	0.202642%
2008	813	0.296310%
2009	848	0.309066%
2010	519	0.189157%
2011	801	0.291936%
2101	901	0.328383%
2102	822	0.299590%
2103	574	0.209203%
2104	521	0.189886%
2105	567	0.206651%
2106	809	0.294852%
2107	556	0.202642%
2108	813	0.296310%
2109	848	0.309066%
2110	519	0.189157%
2111	801	0.291936%
2201	901	0.328383%
2202	822	0.299590%
2203	574	0.209203%

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<b>Unit No.</b>	<b>Approximate Net Living Area</b>	<b>Class Common Interest</b>
2204	521	0.189886%
2205	567	0.206651%
2206	809	0.294852%
2207	556	0.202642%
2208	813	0.296310%
2209	848	0.309066%
2210	519	0.189157%
2211	801	0.291936%
2301	901	0.328383%
2302	822	0.299590%
2303	574	0.209203%
2304	521	0.189886%
2305	567	0.206651%
2306	809	0.294852%
2307	556	0.202642%
2308	813	0.296310%
2309	848	0.309066%
2310	519	0.189157%
2311	801	0.291936%
2401	901	0.328383%
2402	822	0.299590%
2403	574	0.209203%
2404	521	0.189886%
2405	567	0.206651%
2406	809	0.294852%
2407	556	0.202642%
2408	813	0.296310%
2409	848	0.309066%
2410	519	0.189157%
2411	801	0.291936%
2501	901	0.328383%
2502	822	0.299590%
2503	574	0.209203%
2504	521	0.189886%
2505	567	0.206651%
2506	809	0.294852%
2507	556	0.202642%
2508	813	0.296310%
2509	848	0.309066%
2510	519	0.189157%
2511	801	0.291936%
2601	901	0.328383%
2602	822	0.299590%
2603	574	0.209203%
2604	521	0.189886%
2605	567	0.206651%
2606	809	0.294852%
2607	556	0.202642%
2608	813	0.296310%
2609	848	0.309066%
2610	519	0.189157%
2611	801	0.291936%

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Unit No.	Approximate Net Living Area	Class Common Interest
2701	901	0.328383%
2702	822	0.299590%
2703	574	0.209203%
2704	521	0.189886%
2705	567	0.206651%
2706	809	0.294852%
2707	556	0.202642%
2708	813	0.296310%
2709	848	0.309066%
2710	519	0.189157%
2711	801	0.291936%
2801	901	0.328383%
2802	822	0.299590%
2803	574	0.209203%
2804	521	0.189886%
2805	567	0.206651%
2806	809	0.294852%
2807	556	0.202642%
2808	813	0.296310%
2809	848	0.309066%
2810	519	0.189157%
2811	801	0.291936%
2901	901	0.328383%
2902	822	0.299590%
2903	574	0.209203%
2904	521	0.189886%
2905	567	0.206651%
2906	809	0.294852%
2907	556	0.202642%
2908	813	0.296310%
2909	848	0.309066%
2910	519	0.189157%
2911	801	0.291936%
3001	901	0.328383%
3002	822	0.299590%
3003	574	0.209203%
3004	521	0.189886%
3005	567	0.206651%
3006	809	0.294852%
3007	556	0.202642%
3008	813	0.296310%
3009	848	0.309066%
3010	519	0.189157%
3011	801	0.291936%
3101	901	0.328383%
3102	822	0.299590%
3103	574	0.209203%
3104	521	0.189886%
3105	567	0.206651%
3106	809	0.294852%
3107	556	0.202642%
3108	813	0.296310%

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<b>Unit No.</b>	<b>Approximate Net Living Area</b>	<b>Class Common Interest</b>
3109	848	0.309066%
3110	519	0.189157%
3111	801	0.291936%
3201	901	0.328383%
3202	822	0.299590%
3203	574	0.209203%
3204	521	0.189886%
3205	567	0.206651%
3206	809	0.294852%
3207	556	0.202642%
3208	813	0.296310%
3209	848	0.309066%
3210	519	0.189157%
3211	801	0.291936%
3301	901	0.328383%
3302	822	0.299590%
3303	574	0.209203%
3304	521	0.189886%
3305	567	0.206651%
3306	809	0.294852%
3307	556	0.202642%
3308	813	0.296310%
3309	848	0.309066%
3310	519	0.189157%
3311	801	0.291936%
3401	901	0.328383%
3402	822	0.299590%
3403	574	0.209203%
3404	521	0.189886%
3405	567	0.206651%
3406	809	0.294852%
3407	556	0.202642%
3408	813	0.296310%
3409	848	0.309066%
3410	519	0.189157%
3411	801	0.291936%
3501	901	0.328383%
3502	822	0.299590%
3503	574	0.209203%
3504	521	0.189886%
3505	567	0.206651%
3506	809	0.294852%
3507	556	0.202642%
3508	813	0.296310%
3509	848	0.309066%
3510	519	0.189157%
3511	801	0.291936%
3601	901	0.328383%
3602	822	0.299590%
3603	574	0.209203%
3604	521	0.189886%
3605	567	0.206651%

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Unit No.	Approximate Net Living Area	Class Common Interest
3606	809	0.294852%
3607	556	0.202642%
3608	813	0.296310%
3609	848	0.309066%
3610	519	0.189157%
3611	801	0.291936%
3701	901	0.328383%
3702	822	0.299590%
3703	574	0.209203%
3704	521	0.189886%
3705	567	0.206651%
3706	809	0.294852%
3707	556	0.202642%
3708	813	0.296310%
3709	848	0.309066%
3710	519	0.189157%
3711	801	0.291936%
3801	901	0.328383%
3802	822	0.299590%
3803	574	0.209203%
3804	521	0.189886%
3805	567	0.206651%
3806	809	0.294852%
3807	556	0.202642%
3808	813	0.296310%
3809	848	0.309066%
3810	519	0.189157%
3811	801	0.291936%
3901	901	0.328383%
3902	822	0.299590%
3903	574	0.209203%
3904	521	0.189886%
3905	567	0.206651%
3906	809	0.294852%
3907	556	0.202642%
3908	813	0.296310%
3909	848	0.309066%
3910	519	0.189157%
3911	801	0.291936%
4001	901	0.328383%
4002	822	0.299590%
4003	574	0.209203%
4004	521	0.189886%
4005	567	0.206651%
4006	809	0.294852%
4007	556	0.202642%
4008	813	0.296310%
4009	848	0.309066%
4010	519	0.189157%
4011	801	0.291936%
4101	901	0.328383%
4102	822	0.299590%

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Unit No.	Approximate Net Living Area	Class Common Interest
4103	574	0.209203%
4104	521	0.189886%
4105	567	0.206651%
4106	809	0.294852%
4107	556	0.202642%
4108	813	0.296310%
4109	848	0.309066%
4110	519	0.189157%
4111	801	0.291936%
4201	901	0.328383%
4202	822	0.299590%
4203	574	0.209203%
4204	521	0.189886%
4205	567	0.206651%
4206	809	0.294852%
4207	556	0.202642%
4208	813	0.296310%
4209	848	0.309066%
4210	519	0.189157%
4211	801	0.291936%
4301	901	0.328402%
4302	822	0.299590%
4303	574	0.209203%
4304	521	0.189886%
4305	567	0.206651%
4306	809	0.294852%
4307	556	0.202642%
4308	813	0.296310%
4309	848	0.309066%
4310	519	0.189157%
4311	801	0.291936%
<b>TOTAL</b>	274,375	100.000000%

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

Unit No.	Approximate Net Living Area	Class Common Interest
Commercial Unit 1	5,612	83.711217%
Commercial Unit 3	1,092	16.288783%
<b>TOTAL</b>	6,704	100.000000%

C. **COMMERCIAL UNIT CLASS COMMON INTEREST AND RESIDENTIAL UNIT CLASS COMMON INTEREST.** The Commercial Unit Class Common Interest is calculated based on dividing the approximate net living area of the Commercial Unit by the total approximate net living area of all Commercial Units in the Project. The Residential Unit Class Common Interest is calculated based on 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 4301 was increased by 0.000019%.

**END OF EXHIBIT "A"**

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**EXHIBIT "F"**

**ENCUMBRANCES AGAINST TITLE**

1. Mineral and water rights of any nature.

2. The terms and provisions contained in the following:

**INSTRUMENT:**           **DECLARATION OF RECIPROCAL EASEMENTS AND IRREVOCABLE FACILITIES LICENSE**

**DATED**            **:**       **March 15, 2019**

**FILED**            **:**       **Land Court Document No. T-1668210**

The foregoing was amended by instrument dated February 9, 2021, recorded at the Bureau as Document No. A-77130315.

3. The terms and provisions contained in the following:

**INSTRUMENT :**       **DECLARATION OF CONDOMINIUM PROPERTY REGIME OF SKY ALA MOANA WEST**

**DATED**            **:**       **March 15, 2019**

**FILED**            **:**       **Land Court Document No. T-10669266**

**MAP**              **:**       **2438 and any amendments thereto**

The foregoing was amended by instruments dated February 9, 2021, recorded at the Bureau of Conveyances as Document No. A-77130313, dated February 9, 2021, recorded at the Bureau as Document No. A-77130316, and dated May 2, 2022 and recorded at the Bureau as Document No. A-81570592.

4. The terms and provisions contained in the following:

**INSTRUMENT :**       **BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS OF SKY ALA MOANA WEST**

**DATED**            **:**       **March 15, 2019**

**FILED**            **:**       **Land Court Document No. T-10669267**

The foregoing was amended by instrument dated February 9, 2021, recorded at the Bureau as Document No. A-77130317.

5. Designation of the following easements as referenced on subdivision map prepared by John R. K. Akina, Land Surveyor, with Walter P. Thompson, Inc., dated November 10, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, DPP File No. 2020/SUB-153, on January 8, 2021:

(A) Easement A-2 for public access purposes.

(B) Easement A-3 for public access purposes.

6. Designation of the following easements as referenced on subdivision map prepared by John R. K. Akina, Land Surveyor, with Walter P. Thompson, Inc., dated November 10, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, DPP File No. 2020/SUB-153, on January 8, 2021:

(A) Easement A-2 for public access purposes.

(B) Easement A-3 for public access purposes.

7. MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

MORTGAGOR : JL AVALON CAPBRIDGE, LLC, a Hawaii limited liability company

MORTGAGEE : FIRST HAWAIIAN BANK, a Hawaii corporation

DATED : June 30, 2021

RECORDED : Document No. A-78520361

AMOUNT : \$265,000,000.00

(covers the land described herein, besides other land)

CONSENT AND SUBORDINATION OF MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING TO SKY ALA MOANA AFFORDABLE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS; CONFIRMATION OF PLEDGE AND MORTGAGE dated March 29, 2002, recorded as Document Nos. A-81250735 through A-81250737.

CONSENT AND SUBORDINATION OF MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING TO DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK); CONFIRMATION OF PLEDGE AND MORTGAGE dated March 29, 2022, recorded as Document Nos. A-81250738 through A-81250740.

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

ASSIGNOR : JL AVALON CAPBRIDGE, LLC, a Hawaii limited liability company

ASSIGNEE : FIRST HAWAIIAN BANK, a Hawaii corporation

DATED : June 30, 2021

RECORDED : Document No. A-78520362

AMOUNT : \$265,000,000.00

(covers the land described herein, besides other land)

9. FINANCING STATEMENT

DEBTOR : JL AVALON CAPBRIDGE, LLC

SECURED  
PARTY : FIRST HAWAIIAN BANK

RECORDED : Document No. A-78520363

RECORDED ON: July 1, 2021

(covers the land described herein, besides other land)



10. FINANCING STATEMENT

DEBTOR : JL AVALON CAPBRIDGE, LLC

SECURED  
PARTY : FIRST HAWAIIAN BANK

RECORDED : Document No. A-78520364  
RECORDED ON: July 1, 2021

(covers the land described herein, besides other land)

11. The terms and provisions contained in the following:

INSTRUMENT : SKY ALA MOANA AFFORDABLE HOUSING REGULATORY  
AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

DATED : September 24, 2021

RECORDED : Document Nos. A-79430907-08

PARTIES : JL AVALON CAPBRIDGE, LLC, a Hawaii limited liability company  
("Developer") and the CITY AND COUNTY OF HONOLULU, a political  
subdivision of the State of Hawaii ("City")

The foregoing includes, but is not limited to, matters relating to buy-back restrictions.

JOINDER IN AND CONSENT TO SKY ALA MOANA AFFORDABLE HOUSING AGREEMENT  
AND DECLARATION OF RESTRICTIVE COVENANTS dated February 28, 2022, recorded as  
Document Nos. A-80980671 and A-80980672.

12. INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)

DATED : November 22, 2021

RECORDED : Document No. A- 80000333.

JOINDER IN AND CONSENT TO DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE  
PARK) dated February 28, 2022, recorded as Document Nos. A-80980675 and A-80980676.

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

14. Discrepancies, conflicts in boundary lines, shortages in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

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