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LAND COURT

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TITLE OF DOCUMENT:

**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF PARK LANE**

PARTIES TO DOCUMENT:

Developer: AMX PARTNERS, LLC, a Delaware limited liability company
1288 Ala Moana Boulevard, Suite 208, Honolulu, Hawaii 96814
Initial Commercial Owner: GGP ALA MOANA L.L.C., a Delaware limited liability company
c/o General Growth Properties, 110 Wacker Drive, Chicago, Illinois 60606

Tax Map Key No.: (1) 2-3-038-013

This document contains ____ pages.

TCT Nos. 1,068,953 & 1,104,155

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF PARK LANE (this “**Amendment**”) is made on _____, 2015, by **AMX PARTNERS, LLC**, a Delaware limited liability company (“**Developer**”) and **GGP ALA MOANA L.L.C.**, a Delaware limited liability company (“**Initial Commercial Owner**”).

RECITALS

- A. That certain Declaration of Condominium Property Regime of Park Lane dated September 22, 2014 was recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the “Land Court”) as Document No. T-9066276 (the “**Declaration**”) as noted on Transfer Certificate of Title No. 1068953, concurrently with that certain Bylaws of the Association of Unit Owners of Park Lane dated September 22, 2014 in the Land Court as Document No. T-9066277 and Condominium Map 2260 (the “**Condominium Map**”) to create the condominium project known as Park Lane.
- B. By that certain Limited Warranty Deed dated September 22, 2015, recorded in the Land Court as Document No. T-9391286, and noted on Transfer Certificate of Title No. 1,104,155, GGP Ala Moana L.L.C. conveyed its right, title and interest in all of the Residential Units and their appurtenant Limited Common Elements and Common Interests to Developer, thereby changing GGP Ala Moana L.L.C.'s status with respect to the Park Lane condominium project from “Fee Owner” of the Land to “Initial Commercial Owner” under the Declaration.
- C. Developer desires to amend the Declaration, to update certain insurance and restoration provisions and other information set forth in the Declaration and Exhibits B, C and D attached to the Declaration, and to amend and restate the Condominium Map.
- D. Initial Commercial Owner is the fee simple owner of the 1 Commercial Unit and Developer is the fee simple owner of the 215 Residential Units. No Units have been conveyed to other Unit Owners. Developer retains all Developer’s Reserved Rights set forth in the Declaration, including the right, with the consent of Initial Commercial Owner, to amend the Declaration and Condominium Map prior to the conveyance of Units to Unit Owners pursuant to Section XVI.B.1 of the Declaration and to amend the Declaration to comply with any requirements that may reasonably be imposed by an takeout, permanent or secondary market lender pursuant to Section XVI.B.4(b) of the Declaration.

Capitalized but undefined terms in this Amendment have the meanings set forth in the Declaration.

Now, therefore, Developer, with the consent of the Initial Commercial Owner, hereby amends the Declaration as follows:

1. Section I.B (Defined Terms) is hereby amended in the following respects.

(a) Section I.B.49 General Common Element Fire Sprinkler System. The following shall be added as a new defined term at Section I.B.49 of the Declaration. The remainder of Section I.B shall be renumbered accordingly.

“General Common Element Fire Sprinkler System” is more particularly described in **Exhibit C** hereto.

(b) Section I.B.57 Initial Commercial Owner. Section I.B.57 (which is Section I.B.56 in the original Declaration) is amended by adding the following sentence at the end of this Section

For purposes of Sections XI, XII, XIII, XIV and XV, if and when there is no Initial Commercial Owner, the term “Initial Commercial Owner” as used in those Sections shall be deemed to mean the Commercial Unit Owner.

(c) Section I.B.60 (Insurance Trustee). Section I.B.60 (which is Section I.B.59 in the original Declaration) shall be deleted in its entirety and replaced with the following:

“Insurance Trustee” means a bank or trust company authorized under state or federal law to act as a trustee, or an escrow company authorized under state law to act as escrow, that may be designated to hold and administer insurance proceeds for the Project. The Developer may appoint the Insurance Trustee during the Developer Control Period. After the Developer Control Period the Board may appoint the Insurance Trustee in its reasonable discretion, provided that if it fails to do so within forty five days of insured casualty the Developer may, so long as it owns any Units, appoint the Insurance Trustee.

2. Section X.B.5 (Alteration of the Project By Residential Unit Owners or Developer). Section X.B.5 of the Declaration shall be deleted in its entirety and replaced with the following:

To consolidate two (2) Residential Units owned by the same Owner, provided that any intervening walls removed are not load-bearing or structural walls, to install doors and other improvements in the intervening wall, to enclose adjacent Potential Individual Limited Common Elements and/or make other reasonable additions. In the event of such consolidation, any space comprising Residential Limited Common Element walls which are removed shall remain a Residential Limited Common Element, provided, however that the Residential Unit Owner shall have exclusive use of such Residential Limited Common Element space within the combined Residential Unit and the Association shall have no obligation to maintain such Residential Limited Common Element space. Following the consolidation of two (2) Residential Units, the Residential Unit Owner may subdivide the combined Residential Unit into the two (2) original Units once again by: (i) replacing the removed Residential Limited Common Element walls or by removing any installed doors or other improvements in the intervening wall, and (ii) by removing any enclosures to re-create the Potential

Individual Limited Common Elements. Following the replacement of any such intervening wall, maintenance of the Residential Limited Common Element wall will once again be responsibility of the Association. In completing either a consolidation or subdivision as provided herein, the Residential Unit Owner must ensure that the structural integrity of the Residential Unit, Residential Limited Common Elements, Individual Limited Common Elements, Potential Individual Limited Common Elements and the building will not be adversely affected; the finishes of the remaining Residential Limited Common Element and Potential Individual Limited Common Element improvements shared with other Unit Owners are restored to substantially the same condition as prior to removal or restoration; and all construction activity is completed within a reasonable time. The Common Interest appurtenant to any consolidated Unit shall be the sum of the respective Common Interests appurtenant to the two (2) original Units. The Common Interest appurtenant to any subdivided Units shall be equal to the Common Interest appurtenant to the respective original Units.

3. Section XI.A (General Common Expenses and Alternative Allocation). The second paragraph of Section XI.A shall be deleted in its entirety and replaced with the following:

The Association shall be solely responsible for the repair and maintenance of the General Common Element Fire Sprinkler System located within the Residential Development. Initial Commercial Owner shall be solely responsible for the repair and maintenance of (i) the General Common Element Shared Sewer Connection, (ii) the General Common Element Shared Structural Elements, and (iii) the General Common Element Fire Sprinkler System located within the Commercial Development. If, within six (6) months of Initial Commercial Owner's receipt of written notice from the Board that it has failed to repair and maintain such General Common Elements as required by this section, the Initial Commercial Owner fails or refuses to undertake to repair and maintain those General Common Elements and thereafter diligently continue to complete such repairs or maintenance in a timely manner, then, and only in such event, the Board may elect to assume responsibility for such repair and maintenance (which election shall not require the approval of the Initial Commercial Owner, the Commercial Unit Owner or the Commercial Director, notwithstanding anything to the contrary in this Declaration or in the Bylaws). The costs and expenses of repairing and maintaining these General Common Elements shall be allocated as described in the Alternative Allocation set forth in **Exhibit D** attached hereto; provided, however, that Initial Commercial Owner shall have no liability whatsoever to any Residential Unit Owner or the Association or other Interested Person for claims or damages: (i) arising from the General Common Element Shared Sewer Connection, including the failure thereof, (ii) arising from the General Common Element Shared Structural Elements, or (iii) arising from the General Common Element Fire Sprinkler System located within the Commercial Development, except if such claims or damages arise out of the gross negligence or intentional misconduct of Initial Commercial Owner in failing to maintain or repair such General Common Elements. Initial Commercial Owner shall have the right to

transfer to the Association all of its right, title and interest in the General Common Element Shared Sewer Connection, including, but not limited to all rights to use the same, and the Association shall be obligated to accept such transfer. Upon such transfer, the Association shall thereafter be solely responsible for the maintenance and repair of such Shared Sewer Connection.

4. Section XII.A (Insurance Generally). The initial paragraph of Section XII.A is amended to read as follows:

A. **INSURANCE GENERALLY.** The Association shall obtain and maintain the insurance covering the Residential Development required by this section with the exception of the insurance coverage to be obtained by the Unit Owners pursuant to Section XII.B.3 and Section XII.F below. The Initial Commercial Owner shall obtain and maintain (i) the property insurance for the General Common Element Shared Structural Elements, (ii) the property insurance for the General Common Element Shared Sewer Connection (until such time as the responsibility for maintaining the same is transferred to the Association pursuant to Section XI.A above, at which time the Association shall assume responsibility for insuring such General Common Element Shared Sewer Connection), (iii) the property insurance for the General Common Element Fire Sprinkler System located within the Commercial Development, and (iv) such other insurance as it deems commercially reasonable covering the Commercial Development. If, within six (6) months of Initial Commercial Owner's receipt of written notice from the Board that it has failed to obtain and maintain the property insurance for such General Common Elements as required by this section, the Initial Commercial Owner fails or refuses to obtain and maintain the property insurance for the General Common Element Shared Structural Elements and the General Common Element Shared Sewer Connection and the General Common Element Fire Sprinkler System located within the Commercial Development as required by this section, then, and only in such event, the Board may elect to have the Association obtain and maintain such insurance (which election shall not require the approval of the Initial Commercial Owner, the Commercial Unit Owner or the Commercial Director, notwithstanding anything to the contrary in this Declaration or in the Bylaws). The cost of the property insurance for the General Common Element Shared Structural Elements and the General Common Element Shared Sewer Connection and General Common Element Fire Sprinkler System located within the Commercial Development shall be assessed in accordance with the Alternative Allocation provided in **Exhibit D** attached hereto.

The property insurance for the General Common Element Shared Structural Elements and General Common Element Shared Sewer Connection and the General Common Element Fire Sprinkler System located within the Commercial Development must be in a total amount not less than the full replacement cost of the insured property with no co-

insurance, less deductibles in amounts that are acceptable to the Developer or, after the end of the Developer Control Period, the Board, in its commercially reasonable discretion, and 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. The Association shall be named as an additional insured on such policy. Upon written request from the Board, the Initial Commercial Owner shall provide evidence of the coverage required by the preceding sentence as to the (i) General Common Element Shared Structural Elements, (ii) the General Common Element Shared Sewer Connection, unless the General Common Element Shared Sewer Connection has been transferred to the Association, in which event the Initial Commercial Owner shall only be required to provide evidence of such insurance as to General Common Element Shared Structural Elements, and (iii) the General Common Element Fire Sprinkler System located within the Commercial Development. The Association shall be entitled to receive at least thirty (30) days' prior notice before the termination or material change of any such policy. FAILURE TO REQUEST OR VERIFY INSURANCE DOES NOT RELIEVE INITIAL COMMERCIAL OWNER OF THESE INSURANCE REQUIREMENTS. Replacement cost shall be evaluated and updated, at a minimum, annually and at the time of each renewal.

5. Section XII.A.2 (Qualified Insurance Companies). Section XII.A.2 of the Declaration shall be deleted in its entirety and replaced with the following:

All insurance (i) required for the Residential Development by this Declaration and (ii) required for the General Common Element Shared Structural Elements, the General Common Element Shared Sewer Connection and the General Common Element Fire Sprinkler System located within the Commercial Development, pursuant to Section XII.A above, must be provided by insurance companies licensed to do business in the State of Hawaii, except in each case, for (a) federal flood insurance and other government insurance programs, and (b) insurance which is not available, or not available at a reasonable price, from a company licensed in 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, with respect to the insurance under (i) above, or if the Initial Commercial Owner, with respect to the insurance under (ii) above, decides that the cost is too high, then the Association or the Initial Commercial Owner, as applicable, may buy the insurance from any financially sound company of recognized responsibility. The insurance required to be carried by the Initial Commercial Owner under this Declaration may be in the form of a blanket policy, provided that: (a) such insurance shall provide the same protection, as would a separate standalone policy; (b) proceeds of such insurance paid with respect to the General Common Element Shared Structural Elements, the General Common Element Shared Sewer Connection and the General Common Element Fire Sprinkler System located within the Commercial Development shall be applied only to the repair or

rebuilding of those General Common Elements; and (c) the cost of the blanket policy that is allocated to such General Common Elements shall in any event not exceed the cost of a comparable standalone policy.

6. Section XII.A.8 (Notice of Change in Insurance). Section XII.A.8 of the Declaration shall be deleted in its entirety and replaced with the following:

- a. The Association must send notice to the Owners if:
 - i. 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
 - ii. 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).
- b. The Initial Commercial Owner must send notice to the Board if the Initial Commercial Owner's policy of property insurance under Section XII.A has lapsed, has been cancelled, or will not be renewed unless replacement coverage will be in effect before the policy lapses or is canceled. If, within six (6) months of Initial Commercial Owner's receipt of written notice from the Board that the Initial Commercial Owner's policy of property insurance under Section XII.A has lapsed, has been cancelled, or will not be renewed, the Initial Commercial Owner fails or refuses to obtain and maintain the such property insurance then, and only in such event, the Association shall have the right to purchase such property insurance and allocate the cost in accordance with the Alternative Allocations set forth in **Exhibit D**.
- c. Any notice required by this section must be sent by first-class mail and must be sent as soon as reasonably possible.

7. Section XII.B.4 (Form of Policy). Section XII.B.4 of the Declaration shall be deleted in its entirety and replaced with the following:

The Policy and the Initial Commercial Owner's policy of property insurance required under Section XII.A must each cover the perils insured under ISO special causes of loss form (CP 10 30) or equivalent. A "special form policy" usually insures against these risks: 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's location is in an area prone to earthquakes or hurricanes, the Association and Initial Commercial Owner must also buy earthquake and/or named wind insurance if it is available at a reasonable cost.

8. Section XII.B.5 (Additional Coverage). Section XII.B.5 of the Declaration shall be deleted in its entirety and replaced with the following:

The Policy and the Initial Commercial Owner's policy of property insurance required under Section XII.A must each contain an agreed amount endorsement or waive any co-insurance requirement.

9. Section XII.B.6 (Required and Prohibited Provisions). Section XII.B.6 of the Declaration shall be deleted in its entirety and replaced with the following:

a. Unless the Board decides the cost is unreasonably high, the Policy must each provide as follows:

- i. 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, Managing Agent, any Owner, or any persons under any of them.
- ii. 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) days in advance. The insurance company must send the notice to the Board and Managing Agent. The Board will send a copy to 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.
- iii. 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, Managing Agent, Developer, Owners, and the Representatives of each of the foregoing.
- iv. The Policy must provide that the insurance company waives any right to deny liability because any Unit or Units are vacant.
- v. The Policy must not limit or prohibit any Unit 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 Unit Owner.
- vi. 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 a Residential Unit directly affected by the loss.

- vii. The Policy must contain a standard “mortgagee clause”. This protects the rights of Lenders. Unless it cannot be reasonably obtained, the mortgagee clause must:
 - (a) Name as an insured any Lender whose name has been furnished to the Board and to the insurance company;
 - (b) Provide that any reference to a Lender in the policy includes all Lenders, in their order of priority, named in the policy;
 - (c) Provide that any act or neglect of the Association, the Board or any occupant will not release the insurance company from its duties to the Lender;
 - (d) Provide that the insurance company waives:
 - (1) any right to deny coverage for the Lender’s benefit because the Lender unknowingly fails to notify the insurance company of any hazardous use;
 - (2) 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
 - (3) any right to contribution from the Lender.
- viii. 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 dollars (\$200,000.00), then the money 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. The Policy must also require that the insurance company recognize the insurance trust agreement referred to in Section XIII.H. Whenever insurance proceeds are deposited with an Insurance Trustee, the Association must promptly notify each Lender listed in the Association’s record of ownership.
 - b. The policy of property insurance required under Section XII.A must each provide as follows, except to the extent the Initial Commercial Owner decides that the cost thereof is unreasonably high in comparison to such cost for similar properties:
 - i. Such 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 Initial Commercial Owner, the Association, the Board,

Developer, Managing Agent, any Owner, or any persons under any of them.

- ii. Such policy must not permit the insurance company to cancel or substantially change the policy or the coverage (whether or not asked by the Initial Commercial Owner) unless the insurance company gives written notice of the cancellation or change at least thirty (30) days in advance. The insurance company must send the notice to the Initial Commercial Owner and the Board. The Initial Commercial Owner will send a copy to each Lender and any other Interested Person who has, in either case, requested a copy of any such notice and has provided the Initial Commercial Owner with an address for such notice.
- iii. Such policy must provide that the insurance company waives any right of subrogation to any right of the persons insured by Initial Commercial Owner's policy of property insurance required under Section XII.A as against the Initial Commercial Owner, the Association, the Board, Managing Agent, Developer, Owners, and the Representatives of each of the foregoing.
- iv. Such policy must provide that the insurance company waives any right to deny liability because any Unit or Units are vacant.
- v. Such policy must not limit or prohibit any Unit 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 Unit Owner.
- vi. Such policy must provide that any loss will be settled by (i) the insurance company, (ii) the Initial Commercial Owner, and (iii) any Lender having a Mortgage on any Commercial Unit directly affected by the loss. In the event of an insured casualty loss covered by such policy, the Initial Commercial Owner shall provide the Board with periodic updates on its discussions with the insurance company to settle the claim, and shall provide the Board with written notification when a settlement has been reached.
- vii. Such policy must contain a standard "mortgagee clause". This protects the rights of Lenders. Unless it cannot be reasonably obtained, the mortgagee clause must:
 - (a) Name as an insured any Lender whose name has been furnished to the Initial Commercial Owner and to the insurance company;

- (b) Provide that any reference to a Lender in the policy includes all Lenders, in their order of priority, named in the policy;
- (c) Provide that any act or neglect of the Initial Commercial Owner, the Board or any occupant will not release the insurance company from its duties to the Lender;
- (d) Provide that the insurance company waives:
 - (1) any right to deny coverage for the Lender's benefit because the Lender unknowingly fails to notify the insurance company of any hazardous use;
 - (2) any requirement that the Lender pay any policy premium (provided, however, the Lender may pay any premium due if the Initial Commercial Owner fails to do so on time); and
 - (3) any right to contribution from the Lender.

10. Section XIII (Insured Damage or Destruction). The first sentence of Section XIII shall be deleted in its entirety and replaced with the following:

This Section XIII (except Section XIII.I) 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. This Section XIII also applies if (i) all or any portion of the General Common Elements are damaged or destroyed, (ii) the damage or destruction is covered by insurance procured by the Initial Commercial Owner, and (iii) the Association elects to undertake the repair or rebuilding as provided in Section XIII.I.2.

11. Section XIII.I (Damage to General Common Elements). The following new Section XIII.I, entitled DAMAGE TO GENERAL COMMON ELEMENTS, shall be added at the end of Section XIII:

I. DAMAGE TO GENERAL COMMON ELEMENTS.

1. Restoration by Initial Commercial Owner. The Initial Commercial Owner shall as soon as reasonably practical cause the General Common Element Shared Structural Elements, the General Common Element Fire Sprinkler System located within the Commercial Development, and, if applicable, the General Common Element Shared Sewer Connection, to be rebuilt or repaired according to their design just before the damage occurred. If Initial Commercial Owner cannot repair such damaged areas according to their design just before the damage occurred (for example, if changes in the law prevent it), then Initial Commercial Owner will rebuild or repair the General Common Element

Shared Structural Elements, the General Common Element Fire Sprinkler System located within the Commercial Development, and, if applicable, the General Common Element Shared Sewer Connection according to a new design. The new design must comply with all laws then in effect. Any materially modified plans and specifications for the repair and rebuilding of the General Common Element Shared Structural Elements, the General Common Element Fire Sprinkler System located within the Commercial Development, and, if applicable, the General Common Element Shared Sewer Connection shall be subject to the review and approval of the Board, such approval not to be unreasonably withheld, conditioned or delayed. The Initial Commercial Owner shall cause any such repair or rebuilding to be completed free and clear of mechanics' or materialman's liens. If the Initial Commercial Owner has transferred the General Common Element Shared Sewer Connection to the Association pursuant to Section XI.A, then the Association, and not the Initial Commercial Owner, shall repair the General Common Element Shared Sewer Connection in accordance with Section XIII.B above, as if the General Common Element Shared Sewer Connection were a Residential Limited Common Element. If concurrent repair or rebuilding of the Residential Development is required, the repair or rebuilding of General Common Elements pursuant to this section shall, to the extent reasonably practical, be implemented and completed so as to facilitate prompt and full repair or rebuilding of the Residential Development. If the costs of General Common Element repair or rebuilding under this section exceed the available proceeds of insurance maintained by the Initial Commercial Owner or Association pursuant to Section XII.A the excess costs shall be allocated to and paid by the Owners in accordance with the Alternative Allocation set forth in **Exhibit D**, and if the insurance proceeds exceed the cost of repair or rebuilding, the excess shall be allocated among the Owners in accordance with that allocation.

2. Restoration by the Association. If, within six (6) months of Initial Commercial Owner's receipt of written notice from the Board that it has failed or refused to undertake to repair or restore the General Common Elements as provided in Section XIII.I.1 above, the Initial Commercial Owner fails or refuses to undertake to repair or restore the General Common Elements as provided in Section XIII.I.1 above, and thereafter diligently continue to complete such repairs or restoration in a timely manner, then, and only in such event, the Board may elect to assume responsibility for such repair or restoration. That election and its implementation shall not require the approval of the Initial Commercial Owner, the Commercial Unit Owner or the Commercial Director, notwithstanding anything to the contrary in this Declaration or in the Bylaws. Upon such election and in the event the Association undertakes such repair or restoration, the Initial Commercial Owner shall promptly turn over to the Association's Insurance Trustee all insurance proceeds

received by the Initial Commercial Owner applicable to the General Common Elements with respect to the damage or destruction, together with an accounting of any such proceeds that have already been expended in reasonable detail, and shall assign to the Association its rights under all applicable property insurance policies. The Association shall cause any such repair or rebuilding to be completed free and clear of mechanics' or materialman's liens. The Association and the Insurance Trustee shall complete the repair or restoration in accordance with the provisions of this Section XIII. If the Association undertakes repair or restoration of the General Common Element Shared Structural Elements or the General Common Element Shared Sewer Connection or the General Common Element Fire Sprinkler System located within the Commercial Development, pursuant to this Section XIII.I.2 neither the Initial Commercial Owner or any other Commercial Unit Owner shall have (i) any claims against the Association for delays in repair or restoration, or (ii) any right to initiate an action for partition under Section 514B-47(a) of the Condominium Act (or any successor statute).

12. Section XIII.A (Damage to Unit). The final sentence of Section XIII.A shall be deleted in its entirety and replaced with the following:

If the Commercial Unit and/or its appurtenant Limited Common Elements are damaged, the Commercial Unit Owner, at its election, may cause the same to be rebuilt in accordance with the requirements of the law then in effect; provided however, the foregoing shall not limit the obligation of the Initial Commercial Owner to rebuild the General Common Element Shared Structural Elements, the General Common Element Fire Sprinkler System located within the Commercial Development, and, if applicable, the General Common Element Shared Sewer Connection if and as required by Section XIII.I below.

13. Section XIII.H (Insurance Trust Agreement). Section XIII.H of the Declaration shall be deleted in its entirety and replaced with the following:

Notwithstanding any provision of this Declaration relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Insurance Trustee, who may have exclusive authority to negotiate losses under any policy providing such property or liability insurance for the Residential Development and to perform such other functions as are necessary to accomplish this purpose. The insurance policy(ies) covering the Residential Development obtained by the Association shall provide that any insurance trust agreement will be recognized. Except to the extent inconsistent with applicable law, each Residential Unit 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.

14. Section XIV.A (Condemnation Trustee and Condemnation Proceedings). The initial sentence of Section XIV.A of the Declaration shall be deleted and replaced with the following:

In case at any time or times the Project, or any part thereof, shall be taken or condemned by any authority having the power of eminent domain, or shall be sold to such authority under threat of condemnation, all compensation and damages for or on account of any Common Elements of the Project shall be payable to such bank or trust company (the “**Condemnation Trustee**”) authorized under state or federal law to act as a trustee and that the Board shall designate as trustee for Developer, Initial Commercial Owner, as their interests may appear and all Unit Owners and Lenders according to the loss or damage to their respective Units and appurtenant Common Interests.

15. Section XV (Uninsured Damage; Decision Not to Repair). The introductory paragraph to Section XV of the Declaration shall be deleted in its entirety and replaced with the following:

In the event of an uninsured casualty or loss of all or any part of the Project, 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 XV.A below, not to repair, rebuild or restore, then the Project shall be repaired, rebuilt or restored as soon as reasonably practical, as follows:

1. The Residential Development shall be repaired, rebuilt and restored by the Association in accordance with the requirements of Section XIII; and

2. The Commercial Development and the General Common Element Shared Structural Elements or the General Common Element Shared Sewer Connection or the General Common Element Fire Sprinkler System located within the Commercial Development, shall be repaired, rebuilt and restored by the Initial Commercial Owner in accordance with the requirements of Section XIII.I.1. If, within six (6) months of Initial Commercial Owner's receipt of written notice from the Board that it has failed or refused to repair or restore the General Common Elements as provided in Section XIII.I.1 above, the Initial Commercial Owner fails or refuses to undertake to repair or restore the General Common Elements as provided in Section XIII.I.1 above, and thereafter diligently continue to complete such repairs or restoration in a timely manner, then, and only in such event, the Board may elect to assume responsibility for such repair, rebuilding or restoration. That election and its implementation shall not require the approval of the Initial Commercial Owner, the Commercial Unit Owner or the Commercial Director, notwithstanding anything to the contrary in this Declaration

or in the Bylaws. If the Association undertakes repair or restoration of the General Common Element Shared Structural Elements or the General Common Element Shared Sewer Connection or the General Common Element Fire Sprinkler System located within the Commercial Development, pursuant to this Section XV neither the Initial Commercial Owner or any other Commercial Unit Owner shall have (i) any claims against the Association for delays in repair or restoration, or (ii) any right to initiate an action for partition under Section 514B-47(a) of the Condominium Act (or any successor statute).

Notwithstanding the foregoing, if the Project is to be repaired, rebuilt or restored pursuant to the provisions of this Section XV, in the event of an uninsured material casualty or loss to the Commercial Development, the Initial Commercial Owner, with the consent of any Lender of Initial Commercial Owner, shall have the right, by giving written notice to the Association, to elect not to rebuild the Commercial Development, in which event: (i) notwithstanding anything to the contrary in this Declaration or in the Bylaws, the Board may elect at any time thereafter to assume responsibility for such repair, rebuilding or restoration without the approval of the Initial Commercial Owner, the Commercial Unit Owner or the Commercial Director; (ii) notwithstanding Section XI.A or Section XIII.I above, the Initial Commercial Owner shall not have any obligation to rebuild the General Common Element Shared Structural Elements, the General Common Element Fire Sprinkler System located within the Commercial Development, and, if applicable, the General Common Element Shared Sewer Connection; (iii) notwithstanding Section XV.C.1 below, the Initial Commercial Owner will not have any obligation to pay any of the cost to rebuild, repair or otherwise restore the General Common Elements; (iv) notwithstanding Section XV.C.3 below, the Initial Commercial Owner (and any subsequent Commercial Unit Owner) will not have any obligation to pay any of the cost to rebuild, repair or otherwise restore the Project; and (v) all of the rights of the Initial Commercial Owner (and any subsequent Commercial Unit Owner) in the Project under this Declaration shall terminate at that time and be of no further force and effect, the Initial Commercial Owner (and any subsequent Commercial Unit Owner) shall be deemed to have irrevocably waived the right to seek partition of the Land, the Project or the Improvements pursuant to Section 514B-47 of the Condominium Act (or any successor statute), and said Owner(s) shall deed all of its right, title and interest in and to its Unit(s), the Land and the Project to the Association, free and clear of any monetary liens or encumbrances, and the Common Interests of the remaining Units shall thereupon be adjusted accordingly.

16. Section XV.C (Rebuilding). Section XV.C of the Declaration shall be deleted in its entirety and replaced with the following:

Except as otherwise provided for in the introductory paragraph of Section XV of this Declaration (as amended by Section 15 of this Amendment), the costs of repairing, rebuilding and restoring uninsured damage to or destruction of the Project will be allocated as follows:

1. The uninsured costs to repair, rebuild and restore the General Common Elements, if any, will be assessed as a Common Expense among the Residential Units and the Commercial Unit in accordance with the Alternative Allocation set forth in **Exhibit D**, or in the alternative, in accordance with their Common Interests if no Alternative Allocation is set forth.

2. Each Residential Unit Owner will be assessed the cost to repair, rebuild, and restore the Owner's Residential Unit and any appurtenant Individual Limited Common Elements. 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 other than the Individual Limited Common Elements.

3. Each Commercial Unit Owner will be assessed the cost to repair, rebuild, and restore the Commercial Unit and any appurtenant Commercial Limited Common Elements. 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 the Declaration and the original plans and specifications, or if reconstruction in accordance with said plans and specifications is not permissible under the laws then in force, in accordance with such modified plans and specifications as shall be approved by the Board, as to the Residential Development, and by Initial Commercial Owner, as to the Commercial Development, and by Developer during the Development Period, and any Lender holding a Mortgage on a Unit directly affected thereby, and in compliance with Section XXI of this Declaration.

5. Any repair or rebuilding of the General Common Elements by the Initial Commercial Owner or the Association, if applicable, shall be initiated and completed as soon as reasonably practical. The Initial Commercial Owner or the Association, if applicable, shall cause any such restoration or repair to be completed free and clear of mechanics' or materialman's liens. If concurrent repair or rebuilding of the Residential Development is required, the repair or rebuilding of General Common Elements pursuant to this section shall, to the extent reasonably practical, be implemented and completed so as to facilitate prompt and full repair or rebuilding of the Residential Development.

17. Section XXIV.G.1 (Condominium Living; Mixed Use Project; Shopping Center). Section XXIV.G.1 of the Declaration shall be deleted in its entirety and replaced with the following:

Living in a multi-story, mixed-use, resort-style condominium building entails living in very close proximity to other persons, businesses, restaurants, shopping areas and other apartments, with attendant limitations on solitude and

privacy. Walls, floors and ceilings have been designed to meet applicable building codes. Owners will hear noise from adjacent Units and from the Common Elements within the Project, including, but not limited to, noise from showers, bathtubs, sinks, toilets or other sources of running water and/or plumbing fixtures. Also, Owners may hear noise from such items as the pool, vacuum cleaners, stereos or televisions, or from people running, walking, exercising or socializing and children playing throughout the Project but especially within the Recreational Amenities such as the great lawn and park lane. The great lawn will be in use daily for day use and evening events with resultant noise and light. The great lawn may be used for reasonable family recreation, including ball play, when not in use for scheduled events. Children under reasonable supervision may make use of park lane for the safe enjoyment of wheeled toys, including bicycles, non-motorized scooters and skateboards. All Recreational Amenities are intended to be used by Unit Owners and their guests for recreational purposes, including entertaining which may include music, reasonable consumption of alcohol and family recreation, as applicable. Owners may also be impacted by smells and smoke from barbeques located on outdoor lanais from other Residential Units in the Project. Certain Residential Units include dryer vents located within the Residential Unit. These dryer vents will require periodic maintenance conducted by the Association or its agents. Each such affected Residential Unit shall permit all necessary access in order to conduct reasonably necessary maintenance upon no less than 24 hours prior written notice to the Unit Owner and in such manner as to cause as little disruption to the Unit Owner as reasonably possible. Subject to Section VI.C.2, above, Owners acknowledge that the Commercial Development will be operated as part of the Ala Moana Shopping Center, and that Owners can expect to hear substantial levels of sound, music, noise, odors, vibrations, and other nuisances from the Commercial Development, Ala Moana Shopping Center, and from other retail, commercial and hotel developments 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.

18. Exhibit B. Exhibit B attached to the Declaration shall be deleted in its entirety and replaced with **Exhibit B** attached hereto.

19. Exhibit C (General Common Elements; Limited Common Elements; Residential Limited Common Elements; Commercial Limited Common Elements; Potential Individual Limited Common Elements). The following provision shall be added as a new Section A.4 to Exhibit C attached to the Declaration:

4. The fire sprinkler system serving the Commercial Development and the Residential Development.

20. Exhibit C (General Common Elements; Limited Common Elements; Residential Limited Common Elements; Commercial Limited Common Elements; Potential Individual

Limited Common Elements). Section B.3.h to Exhibit C attached to the Declaration shall be deleted in its entirety and replaced with the following:

Unit 1306 has appurtenant to it:

Parking Stalls: 3090HC, 4294HC, 4282HC, 4331T, 4332T, 4335T, 4336T, and 4412

Storage Rooms: S104, S105, S324, S487, S488, S489, S490, S491 includes AC, S519 includes AC, S520, S521, S522, S523, S602, S603 includes AC & window, S702, S703 includes AC & window, S802, and S803 includes AC & window

Storage Lockers: L315, L316, L337, L320, L321 and L435

21. Exhibit D. Exhibit D attached to the Declaration shall be deleted in its entirety and replaced with **Exhibit D** attached hereto.

22. Amendment and Restatement of Condominium Map. The Condominium Map is hereby amended and replaced in its entirety with the amended and restated Condominium Map attached to the Verified Statement of Architect, required by Hawaii Revised Statutes § 514B-34, filed concurrently herewith and incorporated hereby by this reference.

23. Except as modified herein, all other provisions of the Declaration shall remain in full force and effect.

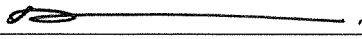
24. This Amendment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement, binding upon all of the parties hereto, 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 Amendment duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[The remainder of this page is intentionally left blank. Signature page follows.]

In Witness Whereof, the undersigned have executed this Declaration as of the day first above written.

AMX PARTNERS, LLC
a Delaware limited liability company

By: Kahikolu Partners, LLC
a Delaware limited liability company
Its: Manager

By: 
Name: Bert A. Kobayashi, Jr.
Its: Managing Director

“Developer”

This First Amendment to Declaration is hereby consented to by the undersigned as of the day first above written.

GGP ALA MOANA L.L.C.
a Delaware limited liability company

By: _____
Name: _____
Its: _____

“Initial Commercial Owner”

In Witness Whereof, the undersigned have executed this Declaration as of the day first above written.

AMX PARTNERS, LLC
a Delaware limited liability company

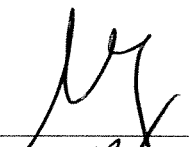
By: Kahikolu Partners, LLC
a Delaware limited liability company
Its: Manager

By: _____
Name: _____
Its: _____

“Developer”

This First Amendment to Declaration is hereby consented to by the undersigned as of the day first above written.

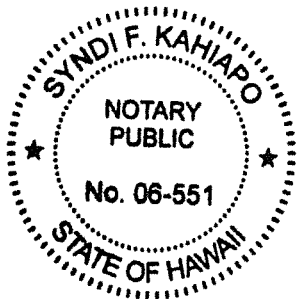
GGP ALA MOANA L.L.C.
a Delaware limited liability company

By: 
Name: Markvin J. Lau
Its: AUTHORIZED SIGNATORY

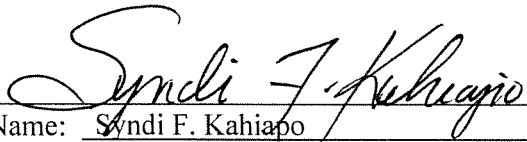
“Initial Commercial Owner”

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 13th day of October, 2015, before me personally appeared
Bert A. Kobayashi, Jr., personally known/proved to me on the basis
of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person
executed the foregoing instrument as the free act and deed of such person, and if applicable in
the capacity shown, having been duly authorized to execute such instrument in such capacity.



(Notary Stamp or Seal)


Name: Syndi F. Kahiapo

Notary Public, State of Hawaii

My commission expires: 9/10/2018

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: First Amendment to Declaration of
Condominium Property Regime of Park Lane

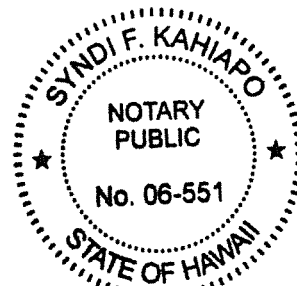
Document Date: undated at time of notarization

No. of Pages: 33 pages

Jurisdiction (in which notarial act is performed):

 October 13, 2015
Signature of Notary Date of Notarization and
Certification Statement

Syndi F. Kahiapo
Printed Name of Notary



(Notary Stamp or
Seal)

STATE OF ILLINOIS

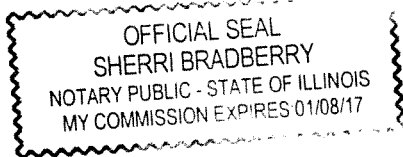
)

) ss.

COUNTY OF COOK

)

On this 20th day of October, 2015, before me personally appeared Manini Lewini, to me personally known, who, being by me duly sworn or affirmed, did say that he/she is the Authorized Signatory of GGP ALA MOANA L.L.C., a Delaware limited liability company, and that such person executed the foregoing instrument as the free act and deed of said company, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Sherri Bradberry
Name: Sherri Bradberry

Notary Public, State of Illinois

My commission expires: 1/8/2017

EXHIBIT B

UNIT NUMBERS, UNIT TYPES, UNIT DESCRIPTIONS, APPROXIMATE NET LIVING AREAS, APPROXIMATE NET LANAI AREAS, COMMON INTERESTS, COMMON INTERESTS, CLASS COMMON INTEREST, PARKING STALLS AND STORAGE ROOMS/STORAGE LOCKERS

A. Residential Units

* Unit 1306 Common Interest was decreased by 0.00003% and Residential Class Common Interest was decreased by 0.000003% for all Units to equal 100%.

Unit Number	Unit Type	Unit Descriptions Bed/Bath + Additional Rooms/Amenities	Approx. Net Living Area		Approx. Net Lanai Area		Common Interest	Residential Class Common Int%	Individual Residential LCE Parking Stall No(s)	Individual Residential LCE Storage Room No.	Individual Residential LCE Locker No(s)
			Sq Ft	Sq Ft	Sq Ft	Sq Ft					
1300	1B-2	1/1 Den	1,040	0	0	0	0.235881%	0.235873%	3027		L301
1301	1B-1-L3	1/1 Den	983	68	0	0	0.222953%	0.223040%	3028		L302
1302	1B-L3	1/1 Den	977	68	0	0	0.221692%	0.221678%	3029		L303
1303	1A-L3	1/1 5	851	68	0	0	0.193015%	0.193088%	3030		L304
1304	1A-L3	1/1 5	851	68	0	0	0.193015%	0.193088%	3031		L305
1305	1A-1-L3	1/1 5	858	68	0	0	0.194602%	0.194677%	3032		L306
1306	MGR	2/2 Den	1,802	140	0	0	0.408680%	0.408665%	--See Exhibit C for Stall, Storage & Lockers--		
1400	1B-3	1/1 Den	1,055	0	0	0	0.239284%	0.239376%	4246		L411
1401	1B-1	1/1 Den	984	79	0	0	0.223180%	0.223266%	4230		L417
1402	1B	1/1 Den	972	69	0	0	0.220458%	0.220544%	4247		L419
1403	1A	1/1 5	846	79	0	0	0.191880%	0.191955%	4237		L308
1404	1A	1/1 5	846	68	0	0	0.191880%	0.191955%	4239		L310
1405	1A-1	1/1 5	855	79	0	0	0.193822%	0.193987%	4255		L459
1406	2D	2/2	1,532	164	0	0	0.347471%	0.347606%	4303T 4304T	S485	
1500	1B-3	1/1 Den	1,055	0	0	0	0.239284%	0.239376%	4245		L410
1501	1B-1	1/1 Den	984	68	0	0	0.223180%	0.223266%	4229		L414
1502	1B	1/1 Den	972	79	0	0	0.220458%	0.220544%	4231		L418
1503	1A	1/1 5	846	68	0	0	0.191880%	0.191955%	4236		L307
1504	1A	1/1 5	846	79	0	0	0.191880%	0.191955%	4238		L309
1505	1A-1	1/1 5	855	68	0	0	0.193922%	0.193997%	4253		L311
1506	2D	2/2	1,532	164	0	0	0.347471%	0.347606%	4301T 4302T	SS18	
1600	1B-3	1/1 Den	1,055	0	0	0	0.239284%	0.239376%	4228HC		L404
1601	1B-1	1/1 Den	984	68	0	0	0.223180%	0.223266%	4258		L407
1602	1B	1/1 Den	972	69	0	0	0.220458%	0.220544%	4244		L409

Unit Number	Unit Type	Unit Descriptions Bed/Bath +Additional Rooms/Amenities	Approx. Net Living Area Sq Ft	Approx. Net Living Area Sq Ft	Common Interest	Residential Class Common Int%	Individual Residential LCE Parking Stall No(s)	Individual Residential LCE Storage Room No	Individual Residential LCE Locker No(s)
1803	1A	1/1 5	846	68	0.191880%	0.191855%	4251	L426	
1804	1A	1/1 5	846	68	0.191880%	0.191855%	4252	L427	
1805	1A-1	1/1 5	855	68	0.193922%	0.193897%	4235	L430	
1806	2D-1	2/2	1,563	141	0.354503%	0.354640%	4299T 4300T	S601	
1700	1B-4	1/1 Den	1,063	0	0.241096%	0.241191%	4258HC	L402	
1701	1B-1	1/1 Den	984	79	0.223180%	0.223266%	4270	L405	
1702	1B	1/1 Den	972	69	0.220456%	0.220544%	4257	L408	
1703	1A	1/1 5	846	79	0.191880%	0.191855%	4232	L422	
1704	1A	1/1 5	846	68	0.191880%	0.191855%	4234	L424	
1705	1A-1	1/1 5	855	79	0.193922%	0.193897%	4250	L425	
1706	2D-1	2/2	1,563	141	0.354503%	0.354640%	3103T 3104T	S701	
1800	1B-4	1/1 Den	1,083	0	0.241096%	0.241191%	4288HC	L401	
1801	1B-1	1/1 Den	984	68	0.223180%	0.223266%	4243HC	L403	
1802	1B	1/1 Den	972	79	0.220456%	0.220544%	4259	L406	
1803	1A	1/1 5	846	68	0.191880%	0.191855%	4248	L420	
1804	1A	1/1 5	846	79	0.191880%	0.191855%	4249	L421	
1805	1A-1	1/1 5	855	68	0.193922%	0.193897%	4233	L423	
1806	2D-1	2/2	1,563	164	0.354503%	0.354640%	3101T 3102T	S801	
2300	2J-1-L3	2/2 5 Den Laundry	1,834	610	0.415988%	0.416129%	3059 3060	S426	
2301	2J-L3	2/2 5 Den Laundry	2,022	610	0.436638%	0.436785%	3057 3058	S422	
2302	2I-L3	2/2 Laundry	1,608	440	0.364709%	0.364850%	3068T 3100T	S102	
2303	2I-1-L3	2/2 Den Laundry	1,636	633	0.371060%	0.371203%	3001 3002	S410	
2304	2A	2/2 5 Den Laundry	1,960	335	0.444546%	0.444718%	3083G 3084G	S416	
2400	2J-1	2/2 5 Den Laundry	1,833	267	0.415741%	0.415802%	4271 4272	S428	
2401	2J	2/2 5 Den Laundry	2,024	440	0.459062%	0.459238%	4283 4284		
2402	2I	2/2 Laundry	1,605	307	0.364028%	0.364169%	4297T 4298T		L462 L483
2403	2I-1-C	2/2 Den Laundry	1,831	307	0.369925%	0.370069%	4295T 4296T		L460 L461
2500	2J-1	2/2 5 Den Laundry	1,833	440	0.415741%	0.415802%	3079 3080	S413	
2501	2J	2/2 5 Den Laundry	2,024	267	0.459062%	0.459238%	3054 3055	S424	
2502	2I	2/2 Laundry	1,605	307	0.364028%	0.364169%	3041 3042	S101	
2503	2I-1-C	2/2 Den Laundry	1,831	307	0.369925%	0.370069%	3105T 3106T	S103	

Unit Number	Unit Type	Unit Descriptions	Apprx. Net Living Area Sq Ft	Apprx. Net Unl. Area Sq Ft	Common Interest	Residential Class Common Int%	Individual Residential LCE Parking Stall No(s)	Individual Residential LCE Storage Room No	Individual Residential LCE Locker No(s)
2800	2J-1	2/2.5 Den Laundry	1,833	267	0.415741%	0.415902%	3077 3078	S414	
2801	2J	2/2.5 Den Laundry	2,024	440	0.459062%	0.459238%	3075 3076	S421	
2802	2I	2/2 Laundry	1,805	307	0.364028%	0.364169%	3003 3004	S510	
2803	2I-1-C	2/2 Den Laundry	1,831	307	0.369628%	0.370069%	3043 3044	S106	
2804	2G	2/2.5 Den	1,885	477	0.427535%	0.427700%	3018 3019	S412	
2700	2J-1	2/2.5 Den Laundry	1,833	267	0.415741%	0.415902%	3072 3073	S427	
2701	2J	2/2.5 Den Laundry	2,024	440	0.459062%	0.459238%	3071 3092	S429	
2702	2I	2/2 Laundry	1,805	307	0.364028%	0.364169%	3020 3021	S407	
2703	2I-1-C	2/2 Den Laundry	1,831	307	0.369628%	0.370069%	3022 3023	S107	
2704	2G	2/2.5 Den	1,885	477	0.427535%	0.427700%	3033 3034	S418	
2706	3A-1	3/3.5 Laundry	2,955	291	0.670221%	0.670480%	3052 3053	S419	
2800	2J-1	2/2.5 Den Laundry	1,833	440	0.415741%	0.415902%	3095 3096	S423	
2801	2J	2/2.5 Den Laundry	2,024	440	0.459062%	0.459238%	3097 3098	S425	
2802	2I	2/2 Laundry	1,805	307	0.364028%	0.364169%	3035 3051	S417	
2803	2I-1-C	2/2 Den Laundry	1,831	307	0.369628%	0.370069%	3016 3017	S420	
2804	2G	2/2.5 Den	1,885	477	0.427535%	0.427700%	4285 4286	S430	
2806	3A-1	3/3.5 Laundry	2,955	291	0.670221%	0.670480%	3089 3070	S415	
3300	2J-3-L3	2/2.5 Den Laundry	1,982	491	0.446536%	0.446709%	3085 3086	S304	
3301	2J-2-L3	2/2.5 Den Laundry	1,851	393	0.419824%	0.419985%	3083 3084	S303	
3302	3E	3/3.5 Den Laundry	2,753	510	0.624405%	0.624647%	3121G 3122G		
3303	2I-1-L3	2/2 Den Laundry	1,636	435	0.371060%	0.371203%	3067 3068	S301	
3305	2A-1	2/2.5 Den Laundry	1,946	329	0.441370%	0.441541%	3113G 3114G		
3400	2J-3	2/2.5 Den Laundry	1,974	439	0.447721%	0.447894%	4351 4352	S447	
3401	2J-2	2/2.5 Den Laundry	1,852	267	0.420050%	0.420213%	4341 4286	S440	
3402	3E-15	3/3.5 Den Laundry	2,756	492	0.625086%	0.625328%	4353G 4354G		L415 L418
3403	2I-1-D	2/2 Den Laundry	1,635	307	0.370833%	0.370976%	4307T 4308T		
3500	2J-3	2/2.5 Den Laundry	1,974	267	0.447721%	0.447864%	4346 4347	S444	
3501	2J-2	2/2.5 Den Laundry	1,852	439	0.420050%	0.420213%	3081 3082	S432	
3502	PR-5	4/4.5 Laundry	4,319	740	0.979588%	0.979967%	3126G 3127G	S305	
3503	2I-1-D	2/2 Den Laundry	1,635	307	0.370833%	0.370976%	4260 4261		L428 L429
3600	2J-3	2/2.5 Den Laundry	1,974	439	0.447721%	0.447864%	3117 3118	S435	

Unit Number	Unit Type	Unit Descriptions		Appx. Net Living Area		Appx. Net Living Area		Common Interest	Residential Class	Individual Residential LCE Parking		Individual Residential LCE Storage	Individual Residential LCE Locker
		Bed/Bath	Additional Rooms/Amenities	Sq Ft	Sq Ft	Area	Area		Common Intst	Start	Net(s)	Room No	Net(s)
3601	2J-2	2/2.5	Den Laundry	1,852	267	1,852	267	0.420050%	0.420213%	3111	3112	S433	
3602	2I-2	2/2	Den Laundry	1,670	309	1,670	309	0.378771%	0.378918%	4278	4279	S443	
3603	2I-1-D	2/2	Den Laundry	1,635	307	1,635	307	0.370633%	0.370976%	4273	4274	S402	
3604	2H-1	2/2.5	Den Laundry	2,006	300	2,006	300	0.454879%	0.455155%	4348	4349	S448	
3605	2G-1	2/2.5	Den	1,812	477	1,812	477	0.410878%	0.411137%	4283	4284	S405	
3700	2J-3	2/2.5	Den Laundry	1,974	439	1,974	439	0.447721%	0.447894%	3088	3089	S434	
3701	2J-2	2/2.5	Den Laundry	1,852	439	1,852	439	0.420050%	0.420213%	3108	3109	S431	
3702	2I-2	2/2	Den Laundry	1,670	309	1,670	309	0.378771%	0.378918%	4280	4281	S441	
3703	2I-1-D	2/2	Den Laundry	1,635	307	1,635	307	0.370633%	0.370976%	4276	4277	S404	
3704	3A-3	3/3.5	Laundry	2,716	365	2,716	365	0.816013%	0.816252%	3119	3120 3012	S446	
3705	2G-1	2/2.5	Den	1,812	477	1,812	477	0.410878%	0.411137%	4287	4288	S442	
3707	3A-2	4/3.5	Laundry	2,961	291	2,961	291	0.671582%	0.671841%	4292	4293	S439	
3800	GPH-A	4/4.5	Den Laundry Office Garage Elevator	5,668	1,188	5,668	1,188	1.285554%	1.286051%	4358G	4359G 4315T 4316T	S449	
3803	2I-1-D	2/2	Den Laundry	1,635	307	1,635	307	0.370633%	0.370976%	3056	3074	S438	
3804	3A-3	3/3.5	Laundry	2,716	365	2,716	365	0.816013%	0.816252%	3115	3116 3025	S445	
3805	2G-1	2/2.5	Den	1,812	477	1,812	477	0.410878%	0.411137%	3087	3040	S436	
3807	3A-2	4/3.5	Laundry	2,961	291	2,961	291	0.671582%	0.671841%	4342	4343	S437	
5300	2K	2/2	Yard Spa	1,353	402	1,353	402	0.306873%	0.306991%	3130	3133	S307	
5301	3G-2	3/3	Laundry	2,114	455	2,114	455	0.479474%	0.479660%	3140	3141	S308	
5304	3F	3/3.5	Den Laundry Office Garage	3,353	508	3,353	508	0.760491%	0.760785%	3146G	3147G		
5305	3E-1	3/3.5	Laundry	2,648	500	2,648	500	0.600590%	0.600623%	3136G	3137G		
5400	3G-3	3/3	Laundry	2,176	254	2,176	254	0.493537%	0.493727%	4367	4370	S517	
5401	3G	3/3.5	Laundry	2,340	254	2,340	254	0.530733%	0.530939%	4357	4360	S457	
5404	3E-3	3/3.5	Laundry Garage	2,863	488	2,863	488	0.603983%	0.604226%	4377G	4378G		
5405	3E-2	3/3.5	Laundry Garage	2,647	482	2,647	482	0.600364%	0.600596%	4368G	4369G		
5500	3G-1-E	3/3	Laundry	2,214	254	2,214	254	0.502155%	0.502350%	4365	4366	S507	
5501	3G	3/3.5	Laundry	2,340	293	2,340	293	0.530733%	0.530939%	4361	4362	S512	
5504	PR-3	4/4.5	Laundry Garage	4,169	662	4,169	662	0.945567%	0.945833%	3131G	3132G 3045	S306	
5505	PR-2	4/4.5	Laundry Garage	4,142	664	4,142	664	0.939443%	0.939607%	4382G	4383G 4262	S459	
5600	3G-1-E	3/3	Laundry	2,214	294	2,214	294	0.502155%	0.502350%	4371	4372	S502	
5601	3G	3/3.5	Laundry	2,340	254	2,340	254	0.530733%	0.530939%	4379	4380	S458	

Unit Number	Unit Type	Unit Descriptions		Approx. Net Living Area		Approx. Net Living Area		Common Interest	Residential Class Common Intst	Individual Residential LCE Parking Stall No(s)	Individual Residential LCE Storage Room No	Individual Residential LCE Locker No(s)
				Sq Ft	Sq Ft	Sq Ft	Sq Ft					
5602	2C	2/2	Den Laundry	1,474	261	0.334317%	0.334446%	4305T	4306T	L412 L413		
5603	2C-1	2/2	Den Laundry	1,507	258	0.341801%	0.341933%	4344T	4345T	L457 L458		
5604	2H-2	2/2.5	Den Laundry	2,045	300	0.463825%	0.464004%	4375	4376	S514		
5605	2H	2/2.5	Den Laundry	1,986	295	0.450443%	0.450617%	3124	3125	S505		
5700	3G-1-E	3/3	Laundry	2,214	294	0.502155%	0.502350%	3128	3129 4240	S465		
5701	3G	3/3.5	Laundry	2,340	293	0.530733%	0.530939%	4373	4374	S451		
5702	2C	2/2	Den Laundry	1,474	261	0.334317%	0.334446%	4355	4387	L433 L434		
5703	2C-1	2/2	Den Laundry	1,507	258	0.341801%	0.341933%	4356	4388	L431 L432		
5704	3A-4	3/3.5	Laundry	2,755	365	0.624859%	0.625101%	3144	3145 3010	S462		
5705	3A	3/3.5	Laundry	2,709	358	0.614426%	0.614663%	3134	3135 3015	S453		
5800	GPH-B	4/4.5	Den Laundry Office Garage Elevator	6,273	845	1.422773%	1.423324%	4363G	4364G 4317T 4318T	S450		
5802	2C	2/2	Den Laundry	1,474	261	0.334317%	0.334446%	3123	3061	L312 L313 L314		
5804	3A-4	3/3.5	Laundry	2,755	365	0.624859%	0.625101%	3142	3143 3005	S454		
5805	3A	3/3.5	Laundry	2,709	358	0.614426%	0.614663%	3138	3139 3024	S456		
6300	2B-1	2/2	Yard Spa	1,393	907	0.315943%	0.316067%	3165	3166	S312		
6301	2B	2/2	Yard Spa	1,389	912	0.315038%	0.315160%	3155	3158	S311		
6304	3E-6	3/3.5	Den Laundry Garage	2,781	510	0.630759%	0.631000%	3172G	3173G			
6305	3E-4	3/3.5	Den Laundry Garage	2,802	503	0.635519%	0.635765%	3181G	3182G			
6400	2F-1	2/2.5	Den	1,968	349	0.446360%	0.446533%	4385	4386	S508		
6401	2F	2/2.5	Den	1,966	349	0.450443%	0.450617%	4396	4397	S513		
6404	3E-7	3/3.5	Den Laundry Garage	2,777	482	0.629849%	0.630092%	4392G	4393G			
6405	3E-5	3/3.5	Den Laundry Garage	2,791	485	0.633024%	0.633269%	4403G	4404G			
6500	2F-1	2/2.5	Den	1,968	392	0.446360%	0.446533%	4398	4399	S504		
6501	2F	2/2.5	Den	1,966	349	0.450443%	0.450617%	4400	4401	S403		
6504	PR	3/3.5	Den Laundry Garage	4,080	732	0.920845%	0.921201%	3151G	3152G 3047	S308		
6505	PR-1	4/4.5	Laundry Garage	4,287	725	0.972330%	0.972707%	3156G	3157G 3064	S310		
6600	2F-1	2/2.5	Den	1,968	349	0.446360%	0.446533%	3153	3154	S503		
6601	2F	2/2.5	Den	1,966	392	0.450443%	0.450617%	3149	3150	S509		
6602	2E	2/2.5	Laundry	1,468	287	0.332956%	0.333085%	4381	4290	L437 L455 L456		
6603	2E-1	2/2.5	Den Laundry	1,601	288	0.363121%	0.363262%	3148	3063	L317 L318 L319		
6604	2H-4	2/2.5	Den Laundry	2,033	300	0.461103%	0.461281%	4394	4395	S461		

Unit Number	Unit Type	Unit Descriptions		Approx. Net Living Area	Approx. Net Living Area	Common Interest	Residential Class	Individual Residential LCE Parking	Individual Residential LCE Storage	Individual Residential LCE Locker
		Bed/Bath	+Additional Rooms/Amenities	Sq Ft	Sq Ft		Common Int%	Stall No(s)	Room No	No(s)
6605	2H-3	2/2.5	Den Laundry	2,043	295	0.463371%	0.463550%	4369	S516	
6700	2F-1	2/2.5	Den	1,968	349	0.446360%	0.446333%	3159	S462	
6701	2F	2/2.5	Den	1,966	349	0.450443%	0.450617%	3169	S408	
6702	2E	2/2.5	Laundry	1,468	287	0.332956%	0.333065%	4391		L436 L453 L454
6703	2E-1	2/2.5	Den Laundry	1,601	288	0.363121%	0.363262%	4364		L438 L439 L440
6704	3A-6	3/3.5	Laundry	2,716	365	0.616013%	0.616252%	3167	S464	
6705	3A-5	3/3.5	Laundry	2,738	358	0.621003%	0.621243%	3163	S463	
6800	GPH-C	5/5.5	Laundry Office Garage Elevator	5,743	1063	1.302564%	1.303069%	4387G 4388G 4313T 4314T	S460	
6802	2E	2/2.5	Laundry	1,468	287	0.332956%	0.333065%	3171	S488	
6804	3A-6	3/3.5	Laundry	2,716	365	0.616013%	0.616252%	4407	S467	
6805	3A-5	3/3.5	Laundry	2,738	358	0.621003%	0.621243%	3176	S316	
7300	2K	2/2	Yard Spa	1,353	488	0.306873%	0.306991%	3178		L322 L332 L333
7301	3G-2	3/3	Laundry	2,114	456	0.479474%	0.479560%	3190	S314	
7304	3F-1	3/3.5	Den Laundry Office Garage	3,381	508	0.766841%	0.767138%	3196G 3197G		
7305	3E-8	3/3.5	Laundry	2,700	500	0.612384%	0.612621%	3184G 3185G		
7400	3G-5	3/3	Laundry	2,183	254	0.465124%	0.465316%	4418	S506	
7401	3G	3/3.5	Laundry	2,340	254	0.530733%	0.530939%	4425	S475	
7404	3E-10	3/3.5	Laundry	2,685	491	0.611250%	0.611487%	4426G 4427G		
7405	3E-9	3/3.5	Laundry	2,709	482	0.614426%	0.614663%	4414G 4415G		
7500	3G-1-G	3/3	Laundry	2,216	255	0.502609%	0.502803%	3198	S315	
7501	3G	3/3.5	Laundry	2,340	293	0.530733%	0.530939%	4423	S318	
7504	PR-6	4/4.5	Laundry	4,154	682	0.942185%	0.942529%	3174G 3175G 3050	S313	
7505	PR-7	4/4.5	Laundry	4,156	682	0.942618%	0.942963%	4405G 4406G 4241	S465	
7600	3G-1-G	3/3	Laundry	2,216	294	0.502609%	0.502803%	3179	S473	
7601	3G	3/3.5	Laundry	2,340	254	0.530733%	0.530939%	4421	S469	
7602	2C-3	2/2	Den Laundry	1,463	258	0.331822%	0.331950%	3189		L326 L327
7603	2C-1	2/2	Den Laundry	1,507	258	0.341801%	0.341933%	4402		L443 L444
7604	2H-5	2/2.5	Den Laundry	2,065	300	0.468361%	0.468542%	4416	S466	
7605	2H-7	2/2.5	Den Laundry	1,992	294	0.451804%	0.451978%	4413	S468	
7700	3G-1-G	3/3	Laundry	2,216	294	0.502609%	0.502803%	3182	S470	
7701	3G	3/3.5	Laundry	2,340	293	0.530733%	0.530939%	3194	S471	

Unit Number	Unit Type	Unit Descriptions				Apprx. Net Living Area		Apprx. Net Rental Area		Common Interest	Residential Class Common Int%	Individual Residential LCE Parking Stall No(s)	Individual Residential LCE Storage Room No.	Individual Residential LCE Locker No(s)
7702	2C-3	2/2	Den	Laundry		1,483	259			0.331822%	0.331950%	4409 4265		L441 L442
7703	2C-1	2/2	Den	Laundry		1,507	258			0.341801%	0.341933%	3181 3039		L324 L325
7704	3A-7	3/3	5	Laundry		2,716	365			0.616013%	0.616252%	3187 3188 3011	S474	
7705	3A-9	3/3	5	Laundry		2,700	358			0.612384%	0.612821%	4429 4430	S515	
7800	GPH-B1	4/4	5	Den	Laundry Office Garage Elevator	6,278	846			1.423907%	1.424458%	4431G 4432G 4311T 4312T S476		
7802	2C-3	2/2	Den	Laundry		1,483	259			0.331822%	0.331950%	3186 3062		L323 L334 L335
7804	3A-7	3/3	5	Laundry		2,716	365			0.616013%	0.616252%	3191 3192 3008	S472	
7805	3A-9	3/3	5	Laundry		2,700	358			0.612384%	0.612821%	4410 4411	S317	
8300	2B-2	2/2			Yard Spa	1,378	388			0.312543%	0.312864%	3208 3213	S322	
8301	2B-4	2/2			Yard Spa	1,374	775			0.311636%	0.311758%	3224 3227	S321	
8304	3E-13	3/3	5	Den	Laundry	2,989	492			0.677932%	0.678195%	3222G 3223G		
8305	3E-11	3/3	5	Den	Laundry	2,821	503			0.639828%	0.640076%	3211G 3212G		
8400	2B-3	2/2			Yard	1,455	306			0.330007%	0.330135%	4457 4350	S484	L446 L451 L452
8401	2F	2/2	5	Den		1,986	349			0.450443%	0.450617%	4433 4434		
8404	3E-14	3/3	5	Den	Laundry	2,965	492			0.672465%	0.672749%	4452G 4453G		
8405	3E-12	3/3	5	Den	Laundry	2,825	485			0.640962%	0.641210%	4441G 4442G		
8500	2B-3	2/2				1,455	306			0.330007%	0.330135%	4445 4446	S408	
8501	2F	2/2	5	Den		1,986	349			0.450443%	0.450617%	4449 4450	S401	
8504	PR-8	5/5	5	Laundry	Garage	4,700	821			1.086003%	1.086415%	3206G 3207G 3066	S320	
8505	PR-4	4/4	5	Laundry	Garage	4,200	725			0.952598%	0.952987%	3201G 3202G 3049	S319	
8600	2B-3	2/2				1,455	275			0.330007%	0.330135%	3225 3226	S323	
8601	2F	2/2	5	Den		1,986	392			0.450443%	0.450617%	4443 4444	S477	
8602	2E-3	2/2	5			1,577	287			0.357678%	0.357816%	4451 4454		L447 L448 L449 L450
8603	2E-2	2/2	5	Laundry		1,482	287			0.339399%	0.339530%	3200 3038		L330 L331
8604	3B	3/3	5	Den	Laundry	2,996	307			0.679520%	0.679783%	3220 3221 3007	S479	
8605	2H-6	2/2	5	Den	Laundry	2,038	295			0.462237%	0.462416%	4439 4440	S511	
8700	2B-3	2/2				1,455	275			0.330007%	0.330135%	4455 4456	S483	
8701	2F	2/2	5	Den		1,986	349			0.450443%	0.450617%	4447 4448	S482	
8702	2E-3	2/2	5			1,577	287			0.357678%	0.357816%	3216 3219	S411	
8703	2E-2	2/2	5	Laundry		1,482	287			0.339399%	0.339530%	3203 3036		L328 L329
8704	3H	3/3	5	Den	Laundry	3,252	362			0.737583%	0.737868%	3214 3215 3048	S481	

Unit Number	Unit Type	Unit Descriptions	Approx. Net Living Area	Approx. Net Living Area	Common Interest	Residential Class Common Int%	Individual Residential LCE Parking Staff No(s)	Individual Residential LCE Storage Room No	Individual Residential LCE Locker No(s)	
8705	3A-8	3/3 5 Laundry	2,713	358	0.615333%	0.615571%	3204	3205	3014	S501
8800	GPH-D	4/4 5 Den Laundry Office Garage Elevator	5,109	978	1.158767%	1.159218%	4436G	4437G	4309T	4310T S478
8802	2E-3	2/2 5	1,577	287	0.357678%	0.357678%	4435	4438		S409
8804	3H	3/3 5 Den Laundry	3,252	382	0.737583%	0.737888%	3217	3218	3046	S480
8805	3A-8	3/3 5 Laundry	2,713	358	0.615333%	0.615571%	3208	3210	3009	S302
Residential Totals			440,729	72,942	98.96130000%	100.00000000%				

B. Commercial Units						
Unit Number	Apartment Type	Unit Description	Approx. Net Living Area Sq Ft	Approx. Net Living Area Sq Ft	Common Interest	Commercial Class Common Int%
C-1	C-1	Commercial Unit	171	0	0.038700%	100.000000%
Total			Total		100.000000%	100.000000%

EXHIBIT B

UNIT NUMBERS, UNIT TYPES, UNIT DESCRIPTIONS, APPROXIMATE NET LIVING AREAS, APPROXIMATE NET LANAI AREAS, COMMON INTERESTS, RESIDENTIAL/COMMERCIAL UNIT CLASS COMMON INTEREST, PARKING STALLS AND STORAGE ROOMS/STORAGE LOCKERS (Cont'd)

- A. Layout and Floor Plans of Units. There are ninety-two (92) materially different Residential Unit types (including "reverse" types). Each type has the number of bedrooms and bathrooms and the layouts depicted on the Condominium Map and set forth above. There is one (1) type of Commercial Unit. The Commercial Unit does not have any bedrooms or bathrooms and the layout of the Commercial Unit is as depicted on the Condominium Map.
- B. Approximate Net Living Areas. The approximate net living areas of the Commercial Unit and the Residential Units are based on measurements taken from the interior surface of all perimeter walls, except that no reduction has been made to account for interior walls, ducts, vents, shafts, stairways and the like located within the perimeter walls.
- C. Common Interest. The Common Interest for each of the two hundred sixteen (216) Units, including both the Commercial Unit and the Residential Units, in the Project is calculated based on dividing the approximate net living area of the Unit by the total net living area of all Units in the Project. In order to permit the Common Interest for all Units in the Project to equal exactly one hundred percent (100%) in the aggregate, the Common Interest attributable to the resident manager's Unit (Unit 1306, as described in **Exhibit C**) has been decreased by 0.00003%.
- D. Commercial Unit Class Common Interest and Residential Class Common Interest. The Commercial Unit Class Common Interest of any Commercial Unit is calculated by dividing the approximate net area of the Commercial Unit by the total net area of all Commercial Units in the Project. In order to permit the Commercial Class Common Interest for all Commercial Units in the Project to equal exactly one hundred percent (100%) in the aggregate, the Initial Commercial Owner may increase or decrease the Commercial Class Common Interest appurtenant to a particular Commercial Unit by rounding in a fair and equitable manner. The Residential 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 Class Common Interest for all Residential Units in the Project to equal exactly one hundred percent (100%) in the aggregate, the Residential Class Common Interest attributable to the resident manager's Unit (Unit 1306) has been decreased by 0.000003%.

EXHIBIT D

ARTICLE 2 TABLE OF GENERAL COMMON EXPENSES AND ALTERNATIVE ALLOCATIONS

General Common Expenses	Alternative Allocation
General Common Element Shared Sewer Connection	Maintenance and repairs, excluding major repairs: Initial Commercial Owner pays 100% Residential Unit Owners pay 0%, until such time as Initial Commercial Owner transfers ownership of the same to the Association, at which time: Initial Commercial Owner pays 0% Residential Unit Owners pay 100%
	Major repairs (i.e., work costing in excess of \$50,000 as of the date of this Declaration, as adjusted by changes in the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index, All Items, U.S. Average, or the successor of such index: Initial Commercial Owner pays 85% Residential Unit Owners pay 15% until such time as Initial Commercial Owner transfers ownership of the same to the Association, at which time: Initial Commercial Owner pays 0% Residential Unit Owners pay 100%
Capital Upgrades to, or repair or replacement of, Shared Structural Elements that are General Common Elements	Initial Commercial Owner pays 33% Residential Unit Owners pay 67% (allocation based on estimated structural reliance on such supports of the Commercial Development versus the Residential Development)

General Common Element Fire Sprinkler System repair, restoration, rebuilding, replacement, maintenance and property insurance	Residential Unit Owners pay 100% of the cost to repair, restore, rebuild, replace, maintain and insure the portions of system located within Residential Development Initial Commercial Owner pays 100% of the cost to repair, restore, rebuild, replace, maintain and insure portions of system located within Commercial Development
The portion of the cost of Initial Commercial Owner's Property Insurance Policy that is allocable to the insurance of (i) the General Common Element Shared Sewer Connection, and (ii) the General Common Element Shared Structural Elements	Initial Commercial Owner pays 33% Residential Unit Owners pay 67% (allocation based on estimated structural reliance on such supports of the Commercial Development versus the Residential Development)
Managing Agent costs, if any, in connection with determination of General Common Expenses and Alternative Allocations	Initial Commercial Owner pays 50% Residential Unit Owners pay 50%