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LAND COURT SYSTEM

REGULAR SYSTEM

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(DO NOT WRITE IN THIS SPACE)

RESTATED
DECLARATION OF CONDOMINIUM PROPERTY REGIME
OF THE VILLA ON EATON SQUARE

WHEREAS, Section 514A-82.2, Hawaii Revised Statutes, empowers the boards of directors of condominium associations to restate their declarations to include therein any amendments thereto, and to conform those instruments to the provisions of Chapter 514A, Hawaii Revised Statutes, and any other statute, ordinance, rule, or regulation enacted by any governmental authority, by a resolution adopted by such boards; and

WHEREAS, the Declaration of Horizontal Property Regime of The Villa on Eaton Square, dated August 17, 1971, was filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 549326 (hereinafter called the "Declaration"); and

WHEREAS, at a meeting duly held on JUNE 25, 1990, the Board of Directors of the Association of Apartment Owners of The Villa on Eaton Square (hereinafter called the "Board") resolved to restate the Declaration, pursuant to Section 514A-82.2, Hawaii Revised Statutes, in the manner set forth herein.

NOW, THEREFORE, the Declaration is hereby restated to read as follows:

WHEREAS, Magoon Estate, Limited, a Hawaii corporation (hereinafter called the "Fee Owner"), as the owner of the land described herein, has leased the property described herein to Magoon Development Corporation, a Hawaii corporation (hereinafter called the "Lessor"), by lease dated January 7, 1970, filed in the Office of the Assistant Registrar of the Land Court of the State

of Hawaii as Document No. 497,699, as amended by Amendment of Lease, dated June 10, 1971, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 541,226 (hereinafter called the "Master Lease"); and

WHEREAS, Lessor by Assignment of Development Rights, dated as of October 2, 1970, and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 544,389 (hereinafter called the "Assignment of Development Rights") with Fee Owner's consent attached, assigned the development rights under said lease to a joint venture between Magoon Land Corporation and Rainalter Development Company, Inc., both Hawaii corporations, doing business as Magoon-Rainalter, under Joint Venture Agreement, dated as of October 2, 1970 (hereinafter called the "Developer"); and

WHEREAS, the Fee Owner, Lessor and the Developer submitted their respective interests to the Horizontal Property Regime established by Chapter 514, Hawaii Revised Statutes 1968 (now known as the Condominium Property Regime, Chapter 514A, Hawaii Revised Statutes), by filing the Declaration as aforesaid, and in furtherance thereof made declarations as to divisions, limitations, restrictions, covenants and conditions; and

WHEREAS, the Fee Owner, Lessor and the Developer declared and agreed that said property was to be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the declarations, restrictions and conditions set forth herein and in the By-Laws as the same may from time to time be amended.

NOW, THEREFORE, the following declarations, restrictions and conditions constitute covenants running with the land and are binding on and for the benefit of the parties hereto, their successors and assigns, and all subsequent owners and lessees of all or any part of the project and their respective successors, heirs, executors, administrators and assigns.

1. The Project. The Condominium Property Regime shall be known as "The Villa on Eaton Square" (the "Project").

2. Land Description. The land submitted to the Condominium Property Regime is described in Exhibit "A" attached hereto and made a part hereof (the "property").

3. Description of Building. Unless modified as hereinafter provided the building will consist of 36 stories (numbered consecutively from 1 to 37, excluding floor number 13), containing 428 residential apartment units ("residential units") on the 6th through 37th floors, (plus a manager's residence), 33 commercial apartment units ("commercial units") on the 1st through 5th floors, a commercial parking garage on the 1st through 5th floors, and one recreation deck on the roof above the 37th floor, all constructed of reinforced concrete, steel, glass, aluminum and allied building materials with integrated walls, columns, and supports. Said building is more particularly described in Exhibit "B" attached hereto and made a part hereof.

4. Division of Property. The Project is divided into 485 separate condominium apartment units, consisting of 428 residential units (subject to increase as described in paragraph 12A, below) and 33 commercial units (subject to increase as described in paragraphs 12 and 12A, below) (all of which are referred to collectively as "units" and individually as a "unit"), more particularly described in said Exhibit "B" and on Condominium Map No. 117 filed in the Office of the Assistant Registrar of the

Land Court of the State of Hawaii. (Each person who is a lessee of a unit under an apartment lease issued by Lessor is herein sometimes called an "owner".)

Each unit shall include all walls and partitions within its perimeter walls; any glass windows or panels along the perimeter; the interior half of all perimeter walls which are also party walls (whether or not load-bearing) including the interior half of any hollow spaces in the center of any party walls for mechanical and electrical systems, all the perimeter walls which are not party walls (whether or not load-bearing); the inner decorated or finished surfaces of the floors and ceilings; any adjacent lanai shown on said Condominium Map; and, in the residential units, the built-in fixtures including the drop-in range/oven, dish-washer, refrigerator/freezer, washer/dryer and garbage disposal unit and carpets and drapes; and all air space encompassed within the unit; provided, however, that each perimeter wall (including any said hollow spaces), whether load-bearing or non-load-bearing, included in any apartment, is a limited common element and appurtenant to said apartment (except for the inner decorated surface of said wall, which is not a limited common element).

5. Common Elements. The common elements will include the limited common elements described in paragraph 4 above and paragraph 6 below and all other portions of the land and improvements other than the units, including the building, the land on which it is located, and all elements mentioned in the Condominium Property Act which are actually constructed on the land described herein. Said common elements shall include, but shall not be limited to:

(a) All land in fee simple;

(b) All foundations, columns, girders, beams, floor slabs, supports, load-bearing walls (except for the inner decorated surface within each unit), roofs, stairways, walkways, fire escapes, entrances and exits of said building;

(c) All yards, grounds, landscaping, mailboxes and refuse facilities;

(d) All ducts, and other central and appurtenant installations serving all units including sewer, refuse, and telephone;

(e) All floor space, ramps, driveways, and facilities located within the parking garage (as defined in paragraph 6(e)) which is located on the 1st through 5th floors, subject to the Parking License referred to in paragraph 9 below.

(f) The parking garage elevator, with elevator housing and appurtenant equipment, located to the east of the residential apartment elevators and serving the first five floors, together with the elevator machinery room on the 1st floor adjacent to the parking garage elevator; the parking garage lobbies and access corridors located on the 1st through 5th floors; and the elevator override on the 6th floor above the parking garage elevator shaft.

6. Limited Common Elements. Certain parts of the common elements, herein called and designated "limited common elements" are hereby set aside and reserved for the exclusive use of certain units, and such units shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are listed

below. Unless otherwise specified below, all costs of every kind pertaining to each limited common element, including but not limited to cost of security, maintenance, repair, replacement, additions, and improvements, shall be borne entirely by the unit or units to which it is appurtenant. If any cost is charged to more than one unit, each such unit shall bear a portion of the cost equal to the ratio which its common interest bears to the total common interests of all units responsible for said cost, unless otherwise specified below.

(a) The following limited common elements are appurtenant to and for the exclusive use of all residential units: (i) the Residential Apartment Motor Court delineated on said Condominium Map, together with the facade of the building bordering said Residential Apartment Motor Court up to the level of the floor slab on the 6th floor (but excluding any portion of any building constructed pursuant to the terms of paragraph 12 below) together with landscaped areas immediately adjacent; (ii) the residential apartment lobby on the 1st floor; (iii) the manager's office on the 1st floor, adjacent to the residential apartment lobby; (iv) the security officer's booth which is adjacent to the Residential Apartment Motor Court; (v) the manager's residence on the 6th floor; (vi) the four residential apartment elevators serving all floors, with elevator housing, the elevator machinery room on the roof above the 37th floor, and appurtenant equipment; and the residential apartment elevator lobby on each of the 1st through 5th floors; (vii) the swimming pool equipment room, structural portions of the swimming pool which are on the 37th floor, and rooftop access stairway located approximately in the center of the 37th floor; (viii) the rooftop recreation area on the roof above the 37th floor, including swimming pool, gyms, locker rooms, planters, and other facilities appurtenant thereto and including mechanical and electrical systems located in said area and serving the residential units; (ix) the corridors and utility rooms on each floor from the 6th through 37th floors, (x) all ventilating fans and shafts providing ventilation to areas on the 6th through 37th floors; (xi) all electrical wiring with appurtenant ducts and related equipment located on the 6th floor or above (excluding any portion of "primary and secondary electrical distribution system", referred to in paragraph 9 (b) hereof; (xii) all components of the hot and cold water circulation system serving the residential units, including but not limited to heaters (on roof above the 37th floor), pumps, waste lines, conduits, pipe chases, and pipes; (xiii) usable roof area, trellis, or other decorative covering over the 5th floor parking level; (xiv) all components of the air conditioning circulation system which directly serve only the residential units and which are located within the main building (as defined in subparagraph (e) of this paragraph 6).

(b) The following limited common elements are appurtenant to and for the exclusive use of all of the commercial units: (i) the commercial lobby on the ground floor of the main building as defined in subparagraph (e) of this paragraph 6; (ii) all components of any water circulation system serving the commercial units or other limited common elements appurtenant only to commercial units; (iii) all electrical wiring with appurtenant ducts and equipment providing electricity to the commercial units or other limited common elements appurtenant only to commercial units but excluding any portion of the "primary and secondary electrical distribution system" referred to in paragraph 9 (b) hereof.

(c) All corridors (excluding parking garage access lobbies) and utility rooms on each of the 1st through 5th floors, and the men's and women's restrooms and janitor's rooms located on

the corridor of each said floor, but excluding those limited common elements which are appurtenant to all residential units as set forth in subparagraph (a) of this paragraph 6, are limited common elements appurtenant to and for the exclusive use of the commercial units on said floor.

(d) All load-bearing walls within the perimeter walls of each unit, the entirety of perimeter non-party walls, and the interior one-half of all perimeter party walls of each unit (including the interior half of any hollow spaces in said perimeter party walls for mechanical or electrical systems) whether load-bearing or non-load-bearing, are limited common elements appurtenant to the unit in which they are located; provided, however, that the interior painted or decorated surface of each such wall shall not be included in said limited common elements; provided further that all costs of maintaining, repairing or replacing each such wall included in said limited common elements shall be the responsibility of all residential and commercial units in the main building as defined in subparagraph (e) of this paragraph 6 in the same proportion as expenses of those limited common elements under said subparagraph (e) are shared; and provided further that all costs of maintaining or repairing any such hollow space within any perimeter party wall shall be the responsibility of all residential units only, in proportion to their common interests. One storage locker located in the parking garage area will be appurtenant to and for the exclusive use of each residential unit, and Developer reserves the right to designate the particular locker for each unit at the time of filing the "as built" verified statement (with plans, if applicable) by Fee Owner and Developer at the completion of construction, as provided in paragraph 20 hereof. Each residential unit shall have, as a limited common element appurtenant to and for the exclusive use of said unit, the storage locker(s) located within the parking garage structure as designated on Amendment No. 2 to the Condominium Map by a number corresponding to the apartment number of said unit.¹² Notwithstanding anything in this subparagraph (d) to the contrary, all costs of maintaining, repairing, or replacing any wall or hollow space within any perimeter wall included in or appurtenant to any Additional Unit or located within the area designated on the Condominium Map, as amended, as "Future Development" shall be the responsibility of all Additional Units (but excluding the 6 commercial units located on the ground floor of the main building, namely 103, 105, 107, 109, 111 and 115), in proportion to their common interests.

(e) All appurtenances, components and portions of the main building which are neither (i) limited common elements listed in subparagraphs (a) through (d) and (f) through (i)¹⁴ of this paragraph 6, nor (ii) included within any unit, nor (iii) included within the parking garage, are limited common elements appurtenant to only the units in the main building. The words "main building" in this subparagraph (e) and elsewhere in this Declaration mean the structure described in Exhibit "B" hereto not including any structure containing any Additional Unit which is built within the area designated as "Future Development" as provided in paragraph 12, below. The word "parking garage" as used in this subparagraph in subparagraph (e) of paragraph 5, paragraphs 9 and 14, and elsewhere in this Declaration means all appurtenances, components and portions of the building, including without limitation the foundations, columns, girders, beams, floor slabs, supports, load-bearing walls, stairways, walkways, driveways, ramps, entrances, exits and utility rooms within and under the area marked "parking garage" on said Condominium Map, but not including any appurtenances, components or portions of the building listed as limited common elements in subparagraphs (a) through (d) and (f)

through (i)¹⁵ of this paragraph 6 or any load-bearing wall any upward extension of which constitutes a perimeter wall of any unit. Each unit in the main building shall bear a portion of all costs and expenses relating to the limited common elements included in this subparagraph (e) equal to the ratio which the net floor area within said unit bears to the total net floor area within all units in the main building.

(f) The air conditioning cooling tower and two chillers located in the loading zone and all conduits and components of the air conditioning distribution system located outside the main building (as defined in subparagraph (e) of paragraph 6, above) are limited common elements appurtenant to only the units in the main building. All costs of every kind incurred in the maintenance and operation of said limited common elements shall be fairly allocated first between the residential units as a group and the commercial units in the main building as a group, in proportion to the relative amount of use by each group determined by a use metering system. The costs so allocated shall then be allocated among the individual units in proportion to their common interests. The cost of replacement of said limited common elements shall be allocated in the same way, except that the initial allocation between the two groups shall be in proportion to the average relative use of the facility by each group over the five-year period immediately preceding said replacement.

(g) All components of the air conditioning circulation system located within the main building (as defined in subparagraph (e) of this paragraph 6) serving only the commercial units within the main building are appurtenant only to the commercial units within the main building.

(h) The trash chute opening, located within the utility room on the 37th floor, adjacent to the east side of the Penthouse shall be a limited common element appurtenant to and for the exclusive use of Apartments 3707, 3708 and the Penthouse. The Trash Room across from the entrance to Apartment 3707 shall be a limited common element appurtenant to and for the exclusive use of all units on the 37th floor.¹⁶

(i) All of that area designated on the Condominium Map, as amended, as "Future Development" which is not included in any Additional Units, but which includes all common areas, planters, elevators, utility rooms, machine rooms, walk-ways, stairways, mechanical room, structural portions of all buildings in which the Additional Units are located and all other structures, are limited common elements appurtenant only to the 30 commercial units consisting of the 6 commercial units located on the ground floor of the main building (namely 103, 105, 107, 109, 111 and 115) and the 24 Additional Units described in Amendment No. 3 to the Condominium Map and Exhibit "A" hereto.¹⁷

7. Percentage of Undivided Interest. The percentage of undivided interest (herein called the "common interest"), in the common elements appertaining to each unit, for all purposes, including voting, is as set forth in Exhibit "B". Certain common interests are subject to adjustment as set forth in paragraphs 12 and 13, below.

8. Easements. In addition to any easements herein established in the limited common elements, the condominium units and common elements shall also have and be subject to the following easements:

(a) Each unit shall have appurtenant thereto nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, and support, maintenance and repair of such unit; in the other common elements for use according to their respective purposes, subject always to the exclusive or limited use of the limited common elements as provided herein; and in all other units and limited common elements of its building or structure for support.

(b) If any part of the common elements encroaches upon any unit or limited common element, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event the unit shall be partially or totally destroyed and then rebuilt minor encroachments of any parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

(c) The Association of Apartment Owners shall have the irrevocable¹³ right, to be exercised by its Board of Directors or Managing Agent, to enter each unit and the limited common elements from time to time during reasonable hours as may be appropriate for the operation of the Project or for making emergency repairs therein which may be necessary to prevent damage to any unit or common element.

(d) Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units or limited common elements in serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utilities and other common elements serving such other units and located in such unit.

(e) Each of the commercial units on floors 2 through 5 in the main building shall have an easement in the commercial unit immediately below it (the "Subservient Unit") to enter, install, maintain and service water pipes, drains, air conditioning ducts, electrical lines and other custom utilities in the airspace located between the lower surface of the floor slab separating said unit from the Subservient Unit and an imaginary plane located twelve inches below said surface, extending to all side boundaries of the Subservient Unit (the "easement area"). The installation, maintenance and use of said utilities shall be carried on without wear or damage to the Subservient Unit or any property therein and with as little disruption as possible to the owner of the Subservient Unit, and unless an emergency situation exists the installation and servicing of said utilities shall not be performed during the business hours of the Subservient Unit. The location of said utilities shall not unreasonably interfere with the location or relocation of the property owned by the owner of the Subservient Unit and located within the easement area. Said utilities shall be the property of the unit they serve. The owner of the Subservient Unit will not install any false or decorative ceiling within said easement area, but any such ceiling shall be located at least twelve inches below the bottom surface of said floor slab.¹³

9. Licenses. (a) an exclusive and irrevocable license (hereinafter called the "Parking License") in and to all of the parking garage (as defined in paragraph 6(e)) is granted to John H. Magoon, Jr., Eaton Magoon, Jr., and U. J. Rainalter, Jr. doing business as "Eaton Square Associates", a Hawaii co-partnership

existing under Partnership Agreement dated as of October 2, 1970, in accordance with and subject to all of the terms of that unrecorded License Agreement of even date herewith, between Developer and Lessor as Licensor and said Eaton Square Associates, as Licensee (hereinafter called the "Licensee"). The Parking License will expire upon the expiration of the Master Lease including any extensions.

~~Each of the residential units shall have the right to park one passenger car or other vehicle which shall be subject to the terms of the License. The Licensee shall have the right to use the parking stalls of each unit as appurtenant to that unit for the term of the Parking License, and may use the stalls as appurtenant thereto, or in any other manner separated from the unit to which it is appurtenant and shall be deemed to be leased, conveyed, encumbered or transferred with the unit even though the owner's parking right is not expressly mentioned or described in the lease, conveyance or other instrument. At all times, the Licensee or its employee, manager or other authorized representative, shall have sole and exclusive control over the determination of where within the parking area any vehicle which is being parked pursuant to the owner's parking right of any unit owner shall be parked. However, no space will be specifically assigned to any owner or unit. Without limiting the foregoing, the Licensee will have exclusive control over the use of the parking garage and may carry on any lawful commercial activity in any area of the parking garage which Licensee in his sole discretion determines is not reasonably necessary for parking operations, provided, however, that the total number of parking stalls shall not in any event be reduced below the number of residential units which have appurtenant owner's parking rights. In connection with said activities, Licensee may install necessary partitions and make other necessary alterations within the parking garage, provided that any such partition or any other structures which are added by Licensee shall not be deemed to be common elements of the Project and shall be installed and maintained at Licensee's sole expense. No owner of any unit nor the Association of Apartment Owners shall have any right to, or interest in, any income or profits which arise in connection with the Licensee's operation of a commercial parking business or any other business in the parking garage; and no part of said income or profits shall be deemed to be common profits of the common elements of the Project. Notwithstanding anything herein to the contrary, in the event the land adjacent to the northern wall of the parking garage is developed, the Licensee has the right, without approval of any owner of any unit, the Board of Directors or the Association, to construct such openings, ramps, doors and other structures as are reasonably necessary for the purpose of providing pedestrian or vehicular access, or both, between any floor or floors of the parking garage and said adjacent development. Said construction shall be at Licensee's own expense and shall be in accordance with complete plans and specifications therefor prepared by a licensed architect and approved by the Fee Owner. In the event said construction requires any amendment to the Declaration or the Condominium Map, said amendment shall be executed and filed by the Fee Owner, without requiring the consent of the owner of any unit or any other person or group. The parking garage shall be covered by the fire, extended coverage and liability insurance policies maintained by the Association of Apartment Owners on the common elements of the Project, but Licensee shall maintain its own liability coverage for those damages for which it is liable under the License.~~

(b) The Licensee is also granted an exclusive and irrevocable license (hereinafter called the "Electrical License") to install, own and maintain a primary electrical distribution

system within the area marked on said Condominium Map as "Electrical Distribution Facility" and a secondary electrical distribution system throughout the Project (the primary and secondary systems are hereinafter called the "System"), to expire upon the expiration or earlier termination of the Master Lease including any extensions. The System shall consist of a transformer, transformer housing and all components and appurtenant equipment, commonly included in a primary distribution system and all wiring and other components and appurtenant equipment (whether or not inside the main building) commonly constituting a secondary distribution system. The System shall be constructed in accordance with complete plans therefor prepared by a licensed architect and a licensed engineer and approved in advance by the Fee Owner. Licensee shall lease all the machinery and equipment constituting the System to the Association of Apartment Owners for the benefit of all units in the project for a term which will end upon expiration of the Master Lease (including any extensions). The lease terms shall be as follows: (i) rent payable by the Association will be \$3,800 per month; (ii) the Association will have full use of the System, provided, however, that Licensee will have exclusive control and maintenance responsibility over the "primary" system, and the Association will have control and maintenance responsibility over the remainder of the system; and provided further that the Association will not alter the use or structure of any portion of the system without Licensee's prior written consent; (iii) the Association will make arrangements directly with the proper public utility to provide power to the project at the expense of the Association, to be allocated first between the residential units and commercial units in proportion to relative use by each group, determined by a use metering system and to the individual units within each group in accordance with the common interests of the units within each group; (iv) the Association shall maintain full hazard (including fire and extended coverage) insurance on the System for the full undepreciated replacement value of the System, naming Licensee as assured, and the System shall be covered by the comprehensive liability insurance maintained by the Association for the project as a whole; and (v) Licensee will have the option to cancel the lease at any time after the expiration of 20 years from its commencement, by giving the Association written notice of cancellation not later than 6 months prior to the cancellation date, and in the event of such cancellation full ownership of the System shall pass to the Association. No part of the rent to Licensee shall be deemed to constitute common profits of the project and no owner of any unit nor the Association of Apartment Owners shall be entitled to any share in said rent.

(c) The Parking License or Electrical License may be assigned in accordance with the said License Agreement, and the term "Licensee" in either of the foregoing subparagraphs (a) and (b) of this paragraph 9 shall include any such assignee of the license to which said subparagraph refers. Neither the Board of Directors nor the Association of Apartment Owners have any right or power to cancel or in any way modify any terms of the Parking License, the Electrical License, or the License Agreement without the written consent of Licensee and Fee Owner.

10. Alteration and Transfer of Interests. The common interest and easements appurtenant to each unit shall have a permanent character, and, except as provided in paragraphs 12, 12A²⁰ and 13 below, shall not be altered without the consent of the owner of each unit affected thereby expressed in a duly recorded amendment to this Declaration. Said common interest and easements appurtenant to each unit shall not be separated from said unit and shall be deemed to be conveyed or encumbered with said unit even

though not expressly mentioned or described in the conveyance or other instrument. The common elements shall remain undivided, and no rights shall exist to partition or divide any part thereof except as provided by said Condominium²¹ Property Act.

11. Use. Said building and other improvements and each of the units shall be restricted to the following uses:

(a) Each residential unit shall be used and occupied for residential purposes²² and for no other purpose. The owner of each residential unit shall have the absolute right to lease his unit subject to the restrictions, limitations, covenants and conditions contained in this Declaration, the By-Laws, the Master Lease, or any Apartment Lease.

(b) The commercial units and the parking garage (subject to the owner's parking right) may be used for any purposes which may from time to time be permitted by law.

(c) Except as permitted in accordance with the By-Laws, no owner will suffer anything to be done or kept in his unit or elsewhere which will jeopardize the soundness of any building, or which will interfere with or unreasonably disturb the rights of other owners, or which will obstruct the lobbies, corridors or stairways of any building or which will increase the rate of fire insurance on any building or the contents thereof or which will reduce the value of any building.

(d) Except as otherwise provided herein or in the By-Laws, no unit owner will, without the prior written consent of the Board of Directors and the Fee Owner (and any other persons required by the By-Laws or by law), make any structural alterations within his unit or make any alterations in or additions to the exterior of the building (including awnings, jalousies, screens or air conditioners) or to any other portion or portions of the common elements. Notwithstanding the foregoing, the owner of any commercial unit may, without the consent of any person or group, install, maintain and rearrange partitions and other structures from time to time within his unit appropriate for the commercial utilization of his unit.

(e) The owner of any residential unit will not, without the prior written consent of the Fee Owner and either the Board of Directors or the Managing Agent, display any sign or place any other thing in or upon any door, window, wall or other portion of the unit or common elements, so as to be visible from the exterior. The owner of any commercial unit may, without prior consent of the Fee Owner, the Board of Directors or Managing Agent, display any sign or any other device in accordance with the By-Laws.

(f) Handicapped occupants shall be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense, if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be, with the prior written consent of the Board of Directors, and subject to such reasonable terms and conditions as the Board may establish from time to time.²³

12. Developer's Option to Build Additional Commercial Units. Notwithstanding anything to the contrary in this Declaration, the developer shall have the right at its option to require alteration of the Project at any time, and from time to time, up to but not later than the date of expiration or termination of the Master Lease, by creating one or more additional condominium units (hereinafter called the "Additional Units") with

appurtenant limited common elements, within the area marked on said Condominium Map (as amended) as "Future Development", in accordance with complete plans and specifications therefor prepared by a licensed architect and approved by the Fee Owner, the Lessor, and persons or other entities who are owners of those commercial units to which the "Future Development" area is appurtenant as a limited common element pursuant to subparagraph (i) of paragraph 6 above. For purposes of this paragraph 12 only, the word "developer" means any person, partnership, corporation or firm (or their assignees) to which the Lessor, with Fee Owner's consent, transfers the right to construct and own or sell the Additional Units. Each such alteration of the Project shall be subject to the following terms:²⁴

(a) No plans and specifications shall be approved which (i) require the alteration or demolition of any existing units in the main building, or of any buildings constituting part of the common elements (except as shown or noted on said Condominium Map and except insofar as said plans and specifications call for the demolition or redevelopment of any structures within the "Future Development" area from time to time); (ii) show any structure to be built to a height greater than the level of the floor slab on the 6th floor of the main building (except for decorative structures such as landscaping or flagpoles); or (iii) provide for blocking pedestrian access to any existing unit without the consent of the owner of said unit; or (iv) provide for blocking vehicular access from Ala Wai Boulevard to the mauka parking garage exit and loading doors; provided, however, that the developer shall have the right to locate and relocate said access in any reasonable manner from time to time, and to impose reasonable regulations upon the use of said access in order to insure the orderly use of the access in relation to any adjacent commercial activities including operation of the parking garage.²⁵

(b) Upon said approval of the plans and specifications for each such alteration, the Fee Owner, the Lessor, the developer and all persons or other entities who are owners of those commercial units to which the "Future Development" area is appurtenant as a limited common element pursuant to subparagraph (i) of paragraph 6 above (without requiring consent or joinder of the Association of Apartment Owners, any owner of any residential unit, or any other person or group) shall execute and file an amendment to the Declaration and the said Condominium Map: (i) to describe the Additional Units as shown on said plans and specifications, (ii) to describe the common interest and limited common elements appurtenant to the Additional Units as provided below, (iii) to decrease the common interests appurtenant to each existing commercial unit as provided below, and (iv) to add, delete, realign and grant utility easements over, under and on the common elements.²⁶

(c) The common interest appurtenant to each residential unit as set forth on Exhibit "B" hereto shall not be altered as a result of the creation of any Additional Units and the said amendment to the Declaration and the Condominium Map, but the allocation of common interests to the Additional Units shall cause a pro rata reduction in the common interest appurtenant to the commercial units only, in accordance with the following formula: the common interest appurtenant to each existing commercial unit shall be reduced, and a common interest allocated to each Additional Unit, so that after said reduction and allocation the common interest appurtenant to each Additional Unit and each commercial unit shall bear the same ratio to the total of common interests appurtenant to all commercial units and Additional Units combined as the gross floor area within said unit bears to the

total gross floor areas of all commercial units and Additional Units combined.

(d) All structures (other than the Additional Units themselves) containing the Additional Units and all other areas and structures (other than the Additional Units themselves) within the "Future Development" area under this paragraph 12 shall be limited common elements appurtenant to one or more Additional Units or existing commercial units, or both as provided in said amendment, and the costs pertaining thereto, including but not limited to costs of maintenance, repair, replacement, additions and improvements, shall be allocated among said units as may be provided in said amendment. The owners of any Additional Units which are adjacent to each other shall have the right at any time and from time to time by mutual consent to relocate and otherwise alter the partitions between their respective units without the prior approval of the Association of Apartment Owners or any other person or group; provided, however, that if such relocation or alteration results in the alteration or relocation of any limited common element appurtenant to any other unit, the consent of the owner of said other unit shall be required; and provided further that the legal boundary of any such unit will not be changed without an amendment of this Declaration and the Condominium Map as provided in subparagraph (b) of this paragraph 12.²⁷

(e) All Additional Units will have the responsibilities for, and easements in, all limited common elements which are appurtenant to commercial units under subparagraph (b) of paragraph 6 and for all purposes of said paragraph 6 the term "commercial units" shall include the Additional Units, and the term "residential units" shall not include the Additional Units.

(f) Each such amendment to the Declaration and the Condominium Map shall be filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and the developer shall obtain and deposit with the Lessor a completion and lien bond or guarantee in a form and with a surety satisfactory to Fee Owner naming as obligees the Fee Owner, the Lessor and collectively the owners of all existing units as their interests may appear, in a penal sum of not less than 100% of the cost of the construction of the Additional Units guaranteeing completion of construction free and clear of all mechanics' and materialmen's liens. The developer, its employees, agents, contractors and subcontractor shall then have the right to enter upon the Project and the common elements thereof and to do all things reasonably necessary or useful to constructing and completing the Additional Units and appurtenant limited common elements all according to the approved plans and specifications and to connect the said Additional Units and common elements to utilities of the Project.

12A. Apartment Nos. 3707, 3708 and Penthouse.

(a) Apartment 3707 is a residential unit consisting of one bedroom, one dining/family room, one bathroom, foyer and kitchen and has a net area of approximately 946 square feet.

(1) Apartment 3707 shall be subject to an easement in favor of the Association of Apartment Owners for access to the space under the pool for maintenance purposes, to be exercised only at reasonable times and subject to reasonable controls and restrictions by the owner or owners of Apartment 3707 for their comfort and safety. The Association of Apartment Owners shall be responsible for any repairs of any damage or wear to any part of Apartment 3707 or any property located therein as a result of the

Association's exercise of any easement rights granted by this subparagraph (a)(1) or any leakage from the pool.

(b) Apartment 3708 is a residential studio unit consisting of a single room, one bathroom and kitchen and has a net area of approximately 540 square feet.

(1) The Association of Apartment Owners shall be responsible for any repairs of any damage to any part of Apartment 3708 as a result of any leakage from the pool.

(c) The Penthouse is a residential unit on the 37th floor consisting of two bedrooms, three bathrooms, a living/dining room, foyer, kitchen, lanai on the makai side of the building, and a corridor providing access to the Penthouse entrance doors, the building stairway and the pool equipment room. The unit has a net area (not including lanai or corridor) of approximately 1,914 square feet.

(1) The area designated as "corridor" on Sheet No. 22-A of the Condominium Map, and included as part of the Penthouse apartment, is subject to an easement in favor of (i) the Association of Apartment Owners for access to the pool equipment room and other common elements for maintenance purposes, to be exercised only at reasonable times and subject to reasonable controls and restrictions by the owner or owners of the Penthouse for their comfort and security; (ii) the owners of Apartment Nos. 3707 and 3708 for access to the trash chute opening located within the utility room on the 37th floor, adjacent to the east side of the Penthouse; and (iii) all owners and occupants of residential units on the 37th floor for access to the building stairway in the event of fire or other emergency. The Association of Apartment Owners shall be responsible for any repairs of any damage or wear to any part of the Penthouse or any property located therein as a result of the Association's exercise of any easement rights granted by this subparagraph (c)(1) or any leakage from the pool.

(d) Notwithstanding anything to the contrary in the Declaration, the owners of Apartment Nos. 3707, 3708 and the Penthouse shall have the absolute right to make any alterations of the interior walls within the apartments which are not load-bearing and make any other physical alterations within the apartments which do not affect the safety or soundness of the project, without the consent or joinder of the Fee Owner, the Board of Directors, or any other person (except as may otherwise be required in the apartment leases pertaining to said apartments).²⁵

13. Changes of Floor Plans and Parking Garage.

(a) At any time prior to the sale of any unit the Developer at its option may change the number or arrangement of rooms and may make alterations of any non-load-bearing walls or partitions within the perimeter walls of any unit in accordance with complete plans and specifications therefor prepared by a licensed architect and approved (i) by the Fee Owner and Lessor, and (ii) if required by law, by the Board of Directors as provided in the By-Laws. As used in this paragraph 14 the word "sale" means the existence of a binding contract for the sale of the unit to an initial purchaser. If any such change or alterations require any amendment to this Declaration or the Condominium Map, said amendment may be executed by the Developer, the Fee Owner and the Lessor (without requiring the consent or joinder of the purchaser of any unit or any other person) and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii. This paragraph 14 does not apply to any change or alteration within a

unit in connection with the conversion of the unit from commercial to residential pursuant to paragraph 13 above, or in connection with installation, maintenance and rearrangement of partitions and other structures permitted under paragraph 11(d) above.

(b) At any time prior to the completion of construction, the Developer may at its option (if permitted by applicable zoning) change the configuration of, or reduce the size of, the parking garage (as defined in paragraph 6(e) hereof), in accordance with complete plans and specifications therefor prepared by a licensed architect and approved by (i) the Fee Owner and Lessor and (ii) if required by law, by the Board of Directors as provided in the By-Laws; provided, however, that in no event shall the owner's parking right appurtenant to any residential unit be altered or impaired. If any such change or reduction requires any amendment to this Declaration or the Condominium Map, said amendment may be executed by the Developer, the Fee Owner and the Lessor (without requiring the consent or joinder of any other person except the purchasers of units whose consent to said change or reduction will be provided as a condition of sale in the sales contract applicable to each unit) and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

14. Service of Process. U. J. Rainalter, Jr., whose office is located at 1000 Bishop Street, Honolulu, Hawaii, is designated as the person to receive service of process until such time as a Board of Directors of the Association of Owners of this Condominium²³ Property Regime is elected by the vote of the owners of units in the Project, at which time and thereafter process may be served upon any member of said Board.

15. Percentage of Votes Required for Rebuilding. Where an election is permissible under the terms of the By-Laws or any Apartment Lease, the percentage of votes by the unit owners which shall be determinative of whether or not to rebuild, repair or restore the building described in Exhibit "B" shall be 80% of the total common interests of all owners of units in the Project; that is, the said building shall be rebuilt, repaired or restored unless the owners of units in the building representing 80% of the total common interests appurtenant to all of the units in the Project, elect not to rebuild, repair or restore. With respect to any structure containing Additional Units, the unanimous consent of all owners of Additional Units in said structure shall be required for the rebuilding, repair or restoration of the said structure, but no consent or vote of owners of units other than Additional Units shall be required.

16. Reserved Rights. In addition to other rights reserved herein, the Fee Owner, with the consent of all mortgagees and the Board of Directors of the Project, reserves the right to grant, relocate, cancel and otherwise dispose of any and all utility and other easements now or hereafter located on or affecting the land above described. In addition to other rights reserved herein, the Developer reserves the right to determine in his sole discretion the type of covering for that area of the building over the 5th floor parking floor designated on said Condominium Map as "usable roof area, trellis or other decorative covering".

17. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such provision had never been included herein.

18. Operation of the Property. The operation of the property shall be governed by the By-Laws and the Apartment Lease demising all of the units described hereinabove. Each unit owner shall comply strictly with the By-Laws and his Apartment Lease.

19. Amendment. Except as provided herein in paragraphs 12, 13 and 14, and subject to all terms of the Master Lease and the Apartment Lease of each unit (including, without limitation, the reservation of certain voting rights) this Declaration of Condominium¹⁰ Property Regime may be amended, consistent with the provisions of Chapter 514A,¹¹ Hawaii Revised Statutes, by an instrument in writing signed and acknowledged by the Lessor, the Fee Owner and by vote or written consent of the owners of units representing at least 80% of all common interests which amendment shall be effective upon filing in the Office of the Assistant Registrar of the Land Court; provided that (i) the Fee Owner and Developer reserve the right to file the "as built" verified statement (with plans, if applicable) required by said Chapter 514A¹³ (a) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed fully and accurately depict the layout, locations, apartment number and dimensions of the units as built, or (b) so long as any plans filed therewith involve only immaterial changes to the layout, location, unit numbers, or dimensions of the units as built, and (ii) without limiting any other provision herein pertaining to the amendment of this Declaration, at any time prior to the sale and conveyance of any unit in the Project by Developer, the Fee Owner, Lessor and Developer may amend this Declaration in any lawful manner.

Anything to the contrary herein notwithstanding, the term "owner" as used in this Declaration means a lessee of said unit under an apartment lease issued by Lessor on said unit; provided, however, that in the case of a unit with respect to which an apartment lease is not in effect at any time or from time to time (whether because an apartment lease on said unit has not yet been issued or because the apartment lease on said unit has expired or has been terminated or for any other reason), the term owner means the Fee Owner and/or the Lessor as the rights of those parties are determined by the Master Lease.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 25th day of July, 1990.

ASSOCIATION OF APARTMENT OWNERS
OF THE VILLA ON EATON SQUARE

By: William M. Bledsoe
Print
Name: President Board Directors
Its:
William M. Bledsoe

By: Patricia A. Seward
Print
Name: Patricia A. Seward
Its:
Secretary

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU)SS:

On this 25th day of July, 1990, before me appeared William M. Blodars to me personally known, who being by me duly sworn, did say that he is the President of the Board of Directors of the Association of Apartment Owners of The Villa on Eaton Square; that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that he executed the same as the free act and deed of said Association. Said Association has no seal.

Walter H. Hays
Notary Public, State of Hawaii

My Commission Expires: 7-21-93

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU)SS:

On this 25th day of July, 1990, before me appeared Patricia R. Savard to me personally known, who being by me duly sworn, did say that she is the Secretary of the Board of Directors of the Association of Apartment Owners of The Villa on Eaton Square; that the foregoing instrument was signed on behalf of said Association by authority of its Board of Directors, and acknowledged that she executed the same as the free act and deed of said Association. Said Association has no seal.

Walter H. Hays
Notary Public, State of Hawaii

My Commission Expires: 7-21-93

ENDNOTES

The following endnotes correspond to provisions in The Villa on Eaton Square's Declaration of Condominium Property Regime under Chapter 514A, Hawaii Revised Statutes, as restated to conform to Chapter 514A, Hawaii Revised Statutes, and the Federal Fair Housing Act (42 U.S.C. Sections 3601 et seq.), and to integrate all amendments made to The Villa on Eaton Square's Declaration. This restatement was made solely for purposes of information and convenience. The Restated Declaration of Condominium Property Regime under Chapter 514A, Hawaii Revised Statutes, correctly sets forth without change the corresponding provisions of the original Declaration, as amended, and supersedes the original Declaration and all prior amendments thereto. In the event of a conflict, the Restated Declaration shall be subordinate to the cited statute.

1. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
2. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
3. To integrate the May 15, 1985 Amendment filed in the Office of the Assistant Registrar of the Land Court on June 28, 1985 as Document No. 1306919.
4. To integrate the May 15, 1985 Amendment filed as aforesaid on June 28, 1985 as Document No. 1306919.
5. To integrate the May 15, 1985 Amendment filed as aforesaid on June 28, 1985 as Document No. 1306919.
6. To integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.
7. To integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.
8. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
9. A section was deleted and subsections renumbered accordingly to integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.
10. To integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.
11. To integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.
12. To integrate the December 31, 1973 Amendment filed as aforesaid on December 31, 1973 as Document No. 662649.
13. To integrate the November 11, 1975 Amendment filed as aforesaid on June 22, 1977 as Document No. 822599.
14. To integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.
15. To integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.

16. To integrate the May 15, 1985 Amendment filed as aforesaid on June 28, 1985 as Document No. 1306919.
17. To integrate the November 11, 1975 Amendment filed as aforesaid on June 22, 1977 as Document No. 822599.
18. To conform to Section 514A-82(b)(6), HRS.
19. To integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.
20. To integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.
21. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
22. To conform to the Federal Fair Housing Act, as amended (42 U.S.C. Section 3601 et seq.).
23. To conform to the Federal Fair Housing Act, as amended (42 U.S.C. Section 3601 et seq.).
24. To integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.
25. To integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.
26. To integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.
27. To integrate the October 25, 1973 Amendment filed as aforesaid on October 29, 1973 as Document No. 655530.
28. To integrate the May 15, 1985 Amendment filed as aforesaid on June 28, 1985 as Document No. 1306919.
29. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
30. To reflect the 1988 redesignation of the Horizontal Property Act as the Condominium Property Act.
31. To reflect the redesignation of Chapter 514, Hawaii Revised Statutes (hereinafter "HRS"), as Chapter 514A, HRS.
32. To conform to Section 514A-11(11), HRS.
33. To reflect the redesignation of Chapter 514, HRS, as Chapter 514A, HRS.

EXHIBIT "A"

Those certain parcels of land situate at Kalia, Waikiki, Honolulu, City and County of Honolulu, State of Hawaii, more particularly described as Lot 7-A-1-B-1, area 7,566 square feet and 7-A-1-B-2, area 17,434 square feet, as shown on Map 12, Lot 20, area 45,724 square feet, as shown on Map 21, and Lot 16, area 33,986 square feet, as shown on Map 15, said maps being on file in the Office of the Assistant Registrar of the Land Court with Land Court Application 1144;

Being all of the land covered by Certificate of Title No. 140,525 issued to Magoon Estate, Limited;

SUBJECT to the encumbrances noted as affecting said lots on said Certificate of Title No. 140,525;

SUBJECT, ALSO, to the existing month-to-month tenancies of tenants in the existing buildings on the demised premises.

Said premises being all of the premises leased to Magoon Development Corporation by Lease dated January 7, 1970 from Magoon Estate, Limited, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 497699 as amended by Amendment of Lease, dated June 10, 1971, filed in the Office of said Assistant Registrar as Document No. 541,226, said Lease and Amendment of Lease being noted on said Land Court Certificate of Title No. 140,525.

EXHIBIT "B"

1. Building Description. The building will have 36 floors, numbered 1 through 37 (excluding number 13) with the 1st through 5th floors essentially for commercial purposes and parking and the 6th through 37th floors being essentially for residential purposes.

The 1st floor has 6 commercial units, the manager's office, residential apartment lobby, residential apartment elevator lobby, parking garage access corridors, commercial lobby, parking garage lobby, a men's and a women's restroom, commercial corridor, trash container storage, utility room, security officers' booth, elevators, elevator machinery room, stairwells, and a split-level parking floor with a minimum of 117 parking stalls, residential apartment storage lockers, access ramps, entrance and exit ramps, utility room and a stairwell.

The 2nd floor has 6 commercial units, residential apartment elevator lobby, parking garage lobby, parking garage access corridors, a men's and a women's restroom, commercial corridors, utility rooms, elevators, stairwells, and a split-level parking floor with a minimum of 119 parking stalls, residential apartment storage lockers, access ramps, utility room and stairwell.

The 3rd through 5th floors inclusive each have 7 commercial units, residential apartment elevator lobby, parking garage lobby, parking garage access corridors, a men's and a women's restroom, commercial corridors, utility rooms, elevators, stairwells, and a split-level parking floor with a minimum of 119 parking stalls (on the 3rd floor), a minimum of 115 parking stalls (on the 4th floor), or a minimum of 118 parking stalls (on the 5th floor), residential apartment storage lockers, access ramps, utility room, and stairwell.

The 6th floor has 2 studio residential units, 11 one-bedroom residential units, manager's residence (apartment 610), utility room, corridor, elevators, stairwells, and usable roof area, trellis or other decorative covering (to be determined by Developer) over the 5th floor parking floor.

The 7th through 36th floors inclusive each have 2 studio residential units, 12 one-bedroom residential units, utility room, corridor, elevators and stairwells.

The 37th floor has 3 studio residential units,¹ 5 one-bedroom residential units,² 1 one-bedroom unit,³ 1 three-bedroom residential unit with library, utility room, corridor, elevators, stairwells, recreation deck access stairway, swimming pool equipment room, and the structural portions of the swimming pool.⁴

On the roof above the 37th floor is a split-level rooftop recreation area, containing swimming pool, gyms, locker rooms, restrooms, sauna baths, sun deck, recreation pavilion, utility rooms and stairwell.

Adjacent to the building is located a residential apartment Motor Court with exit and entrance ramps on Hobron Lane and with access to the parking garage; a commercial shopping area (to be constructed in the future as provided in this Declaration); service driveway with entrance on Hobron Lane, loading zone (including an Electrical Distribution Facility), and exit on Ala Wai Boulevard; driveway ramps for entrance and exit to and from the parking garage; and sidewalk areas.

2. Materials. The principal materials used in the construction of the building are reinforced concrete, steel, glass, aluminum, allied building materials, and wooden doors and trim.

3. Location, Area Percentage Interest of Apartments. The building contains 428 residential units⁵ (subject to change as described in Paragraph 12A of the Declaration)⁶ and 33 commercial units. Each unit has been given a 3 or 4 digit number designation by which its location in the building can be determined. The last two digits indicate the location of the unit on a floor and the digit or

COMMERCIAL UNITS

| <u>Unit No.</u> | <u>Gross Floor Area</u> | <u>Net Floor Area</u> | <u>Percentage of Common Interest</u> |
|-----------------|---------------------------------|-------------------------------|--|
| Hobron Level | | | |
| H1 | 1700 | 1700 | .6643 |
| H3 | 1310 | 1310 | .5119 |
| H4 | 1315 | 1315 | .5138 |
| H5 | 1315 | 1315 | .5138 |
| H6 | 1320 | 1320 | .5158 |
| H7 | 2055 | 2055 | .8030 |
| H8 | 4760 | 4760 | 1.8599 |
| Plaza Level | | | |
| P1 | 1885 | 1320 | .7365 |
| P3 | 1380 | 1380 | .5392 |
| P4 | 1320 | 1320 | .5158 |
| P5 | 1330 | 1330 | .5197 |
| P6 | 1330 | 1330 | .5197 |
| P7 | 2445 | 2445 | .9554 |
| P7A | 1995 | 1995 | .7795 |
| P8 | 1345 | 1345 | .5255 |
| P10 | 1494 | 1495 | .5842 |
| P11 | 980 | 875 | .3829 |
| Vista Level | | | |
| V1 | 3455 | 3455 | 1.3500 |
| V2 | 2485 | 2485 | .9710 |
| V3 | 1895 | 1895 | .7405 |
| V4 | 1045 | 1045 | .4083 |
| Penthouse Level | | | |
| PH1 | 3475 | 3475 | 1.3578 |
| PH1A | 3100 | 3100 | 1.2113 |
| PH2 | 2805 | 2805 | 1.0960 |
| Total | | | 18.5758 |

ENDNOTES TO EXHIBIT "B"

1. To incorporate Amendment dated May 15, 1985 filed as aforesaid on June 28, 1985 as Document No. 1306919.
2. To incorporate Amendment dated May 15, 1985 filed as aforesaid on June 28, 1985 as Document No. 1306919.
3. To incorporate Amendment dated May 15, 1985 filed as aforesaid on June 28, 1985 as Document No. 1306919.
4. The words "loft space" were deleted and the words "1 three-bedroom residential unit with library" were added by Amendment to Declaration dated October 25, 1973, filed as aforesaid on October 29, 1973, as Document No. 655530.
5. To incorporate Amendment to Declaration dated May 15, 1985, filed as aforesaid on June 28, 1985, as Document No. 1306919.
6. To incorporate Amendment to Declaration dated October 25, 1973, filed as aforesaid on October 29, 1973, as Document No. 655530.
7. The common interest appurtenant to each commercial unit has been changed to reflect the Amendment to Declaration dated November 11, 1975, filed as aforesaid on June 22, 1977 as Document No. 822599.
8. The common interest appurtenant to each residential unit has been changed by Amendment to Declaration dated October 25, 1973, filed as aforesaid on October 29, 1973, as Document No. 655530.
9. The common interest appurtenant to each residential unit has been changed by Amendment to Declaration dated October 25, 1973, filed as aforesaid on October 29, 1973, as Document No. 655530.
10. To incorporate Amendment dated May 15, 1985 filed as aforesaid on June 28, 1985 as Document No. 1306919.
11. To incorporate Amendment dated May 15, 1985 filed as aforesaid on June 28, 1985 as Document No. 1306919.
12. To incorporate Amendment dated May 15, 1985 filed as aforesaid on June 28, 1985 as Document No. 1306919.
13. Commercial units were added by Amendment to Declaration dated November 11, 1975, filed as aforesaid on June 22, 1977, as Document No. 822599.