

**PUBLIC OFFERING STATEMENT**  
FOR  
**OPUS MYERS PARK CONDOMINIUM**

**NOTICE TO PURCHASERS:**

**YOU MUST RECEIVE A COPY OF THIS PUBLIC OFFERING STATEMENT BEFORE SIGNING AN AGREEMENT TO PURCHASE A UNIT IN THE CONDOMINIUM. NO CONVEYANCE MAY OCCUR UNTIL AFTER THE SEVENTH CALENDAR DAY FOLLOWING EXECUTION OF A PURCHASE AGREEMENT. YOU HAVE AN ABSOLUTE RIGHT TO CANCEL ANY AGREEMENT FOR THE PURCHASE OF A UNIT DURING SUCH SEVEN-DAY PERIOD.**

**IF YOU ELECT TO CANCEL AN AGREEMENT FOR THE PURCHASE OF A UNIT IN THE CONDOMINIUM, YOU MAY DO SO BY HAND DELIVERING NOTICE THEREOF TO THE DECLARANT, OR BY MAILING NOTICE THEREOF BY PREPAID UNITED STATES MAIL TO THE DECLARANT OR ITS AGENT FOR SERVICE OF PROCESS, BEFORE MIDNIGHT ON THE SEVENTH CALENDAR DAY AFTER THE DATE ON WHICH YOU EXECUTED THE PURCHASE AGREEMENT. CANCELLATION IS WITHOUT PENALTY AND ALL PAYMENTS MADE PRIOR TO CANCELLATION SHALL BE REFUNDED PROMPTLY.**

**AFTER THE SEVENTH CALENDAR DAY AFTER YOU EXECUTE THE PURCHASE AGREEMENT, DECLARANT MAY TRANSFER YOUR DEPOSIT OUT OF THE ESCROW ACCOUNT WITHOUT ANY FURTHER CONSENT OR APPROVAL FROM YOU.**

**ACKNOWLEDGMENT OF RECEIPT**

By my signature below, I hereby acknowledge receipt of this Public Offering Statement, including all exhibits, and the Purchase and Sale Agreement for a unit in Opus Myers Park Condominium on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

## **INTRODUCTION**

This Public Offering Statement is being offered to contract purchasers of condominium units in the proposed Opus Myers Park Condominium (the "Condominium"), as required by the North Carolina Condominium Act. This Public Offering Statement contains a summary of the important features of the Condominium, and must by law be delivered to each purchaser of a unit in the Condominium.

Under the condominium form of ownership, the owner of each condominium unit owns all of the space bounded by the undecorated interior surfaces of the exterior walls, ceilings and floors of his unit. This space is owned in fee simple, and the unit owner has the exclusive right to possess it, subject to the easements set forth in the Declaration of Condominium. Additionally, each unit owner owns an undivided percentage interest, as a "tenant in common" with all other owners of condominium units, in all of the common elements in the Condominium. These common elements include, but are not limited to, the land on which the Condominium building is located, the structural elements of the building, exterior walkways, exterior landscaped areas, an exterior courtyard area, and a one-level parking facility located underneath of the Buildings. There are also limited common elements that are assigned specifically to each unit. These limited common elements include two individual roof-mounted air conditioning compressors for each unit; and private terrace(s) for each unit. These limited common elements are reserved for the exclusive use of the owner of the unit to which they are assigned, and the unit owner shall be responsible for the routine maintenance of these limited common elements. There are also parking spaces and storage units in the parking facility that will be assigned as limited common elements to each unit. The Association shall be responsible for the maintenance of the parking spaces, exterior of the storage units and parking facility. There are also corridors and stairs outside of units and elevators and elevator shafts that serve less than all of the Units and will be assigned as limited common elements to the units they serve. The Association shall be responsible for the maintenance of such corridors, stairs, elevators and elevator shafts.

The owner of each unit has the right to use and enjoy all of the common elements located within the Condominium, and all of the limited common elements allocated to his unit, subject to the rules and restrictions contained in the Declaration of Condominium or imposed from time to time by Opus Myers Park Condominium Owners Association, Inc. (the "Association"). Each unit owner automatically will be a member of the Association by virtue of his ownership of a unit, and must pay his share of the cost of maintaining these common elements, and of managing the Association, all as set forth in the Declaration of Condominium.

The Association is responsible for administering the Condominium in accordance with the North Carolina Condominium Act, the Declaration, the Articles of Incorporation of the Association and the Association's bylaws. Pursuant thereto, the Declarant has reserved the right to appoint the board of directors of the Association for a period of time and thereafter the unit owners will be entitled to elect the Association's board of directors.

The Declaration of Condominium contains a summary of the important features of the proposed condominium project, and the current draft of that document is attached as an exhibit to this Public Offering Statement.

1. **Name and Principal Address of the Declarant and the Condominium:**

- a. Name of Declarant: Opus Myers Park, LLC, a North Carolina limited liability company
- b. Address of Declarant: 1617 Queens Road West  
Charlotte, North Carolina 28207
- c. Name of Condominium: Opus Myers Park Condominium
- d. Address of Condominium: 1333 Queens Road, Charlotte, North Carolina 28207

## 2. General Description of the Condominium:

Declarant owns a tract of land containing approximately 0.7379 acres, located at 1333 Queens Road, in Charlotte, North Carolina 28207 (the "Property"). The Condominium will be built on the Property. The Condominium will consist of five buildings (the "Buildings") each consisting principally of steel frame and composite concrete construction; glass, limestone, brick and EIFS exteriors; and a membrane roof. Building "E" is a four-story building; the other four (4) Buildings ("A", "B", "C" and "D") are each five stories. Each Building contains one (1) unit per floor. The Buildings contain an aggregate of twenty-four (24) units. The steel frame and composite concrete structure forms all floors of the Buildings (and also the ceiling of the parking facility located underneath of the Buildings) excluding the roof(s) of all Building(s) which are metal deck without composite concrete. Each Building and the units located therein are accessible from the parking facility by one of five elevators. An exterior courtyard is also located above the parking facility on grade with the first level of the Buildings.

**Building "A"** contains five (5) units. All units within Building "A" will be built according to one (1) of two (2) different floor plans. Each unit will be located entirely on one (1) level of the Building. Each unit will contain bedrooms, bathrooms, a kitchen, a utility room, pantry and closets. The units on the second through fifth levels also will have a foyer that will provide access both to the unit front door entrance and to the elevator. Each unit will have a terrace that will be a limited common element appurtenant to the unit. The Building will have an elevator shaft and an elevator. Each unit in Building "A" will be served by two (2) sets of fire stairs. One exterior (shared with Building "E") and the other on the interior of Building A (and shared with Building "B").

**Building "B"** contains five (5) units. All units within Building "B" will be built according to one (1) of two (2) different floor plans. Each unit will be located entirely on one (1) level of the Building. Each unit will contain bedrooms, bathrooms, a kitchen, a utility room, pantry and closets. The units on the second through fifth levels also will have a foyer that will provide access both to the unit front door entrance and to the elevator. Each unit will have a terrace that will be a limited common element appurtenant to the unit. The Building will have an elevator shaft and an elevator. Each unit in Building "B" will be served by two (2) sets of fire stairs. One (1) will be via an exterior bridge to the interior stair in Building "A" and the other will be an exterior stair which also serves Building "C".

**Building "C"** contains five (5) units. All units within Building "C" will be built according to one (1) of three (3) different floor plans. Each unit will be located entirely on one (1) level of the Building. Each unit will contain bedrooms, bathrooms, a kitchen, a utility room, pantry and closets. The units on the second through fifth levels also will have a foyer that will provide access both to the unit front door entrance and to the elevator. Each unit will have a terrace that will be a limited common element appurtenant to the unit. The Building will have an elevator shaft and an elevator. Each unit in Building "C" will be served by two (2) sets of exterior fire stairs. One (1) also serves Building "B" and the other also serves Building "D".

**Building "D"** contains five (5) units. Each unit within Building "D" will have a different floor plans. Each unit will be located entirely on one (1) level of the Building. Each unit will contain bedrooms, bathrooms, a kitchen, a utility room, pantry and closets. The units on the second through fifth levels also will have a foyer that will provide access both to the unit front door entrance and to the elevator. Each unit will have a terrace(s) (depending on the unit floor) that will be a limited common element appurtenant to the unit. The Building will have an elevator shaft and an elevator. Each unit in Building "D" will be served by two (2) sets of exterior fire stairs. One (1) also serves Building "C" and the other also serves Building "E".

**Building "E"** contains four (4) units. All units within Building "E" will be built according to one (1) of two (2) different floor plans. Each unit will be located entirely on one level of the Building. Each unit will contain bedrooms, bathrooms, a kitchen, a utility room, pantry and closets. The units on the second through fifth levels also will have a foyer that will provide access both to the unit front door entrance and to the elevator. Each unit will have a terrace that will be a limited common element appurtenant to the unit. The Building will have an

elevator shaft and an elevator. Each unit in Building “E” will be served by two (2) sets of exterior fire stairs. One (1) also serves Building “D” and the other also serves Building “A”.

All stairs and corridors located outside of Units, elevators and elevator shafts will be limited common elements appurtenant only to the units that they serve. There will be common trash receptacle(s) located in the parking facility. Each unit will have two individual roof-mounted air conditioning compressors that will be limited common elements appurtenant only to the unit that they serve.

The below-grade parking facility contains fifty-six (56) striped parking spaces. Some of the parking spaces are “tandem” parking spaces consisting of two parking spaces in which cars will be parked one in front of the other. Two parking spaces will be allocated to each unit for the exclusive use by the owner of such unit. Each pair of “tandem” parking spaces will be allocated to the same unit. Unallocated parking spaces will be available for use on a first come, first served basis by unit owners, their guests and invitees. The below-grade parking facility also will contain twenty-four (24) storage units. One (1) storage unit will be allocated to each unit for the exclusive use by the owner of such unit.

A summary of the condominium units available, the square footage of each unit and the percentage interest in the common elements of the Condominium allocated to each unit, is set forth on the schedule attached hereto as Exhibit “A”. The square footage set forth on Exhibit “A” represents the gross square footage of the entire unit measured from the outside surfaces of exterior walls and includes areas within all vertical shafts within the unit (including elevators but excluding interior fire stairwells (A1, A2, A3, A4 and A5)) and includes the area of private exterior terraces adjacent to that unit. **Declarant discloses that the square footages for each unit set forth in Exhibit “A” are approximate, based on preliminary plans received by Declarant from its architect, and that the actual square footages of each unit may vary from those shown on Exhibit “A.”**

The percentage interest in the common elements will be used only to calculate the disposition of insurance and condemnation proceeds, and does not affect voting rights in the Association or each unit’s share of common expenses, each of which shall be equal for each unit.

Declarant owns the Property, having acquired it from Queens University of Charlotte by deed recorded on March 6, 2017 in Deed Book 31613 at Page 446 of the Mecklenburg County Public Registry (the “Registry”). Declarant expects for site improvements, renovation of the Building, completion of the units and amenities, and construction of the other improvements located on the Property to be completed in the \_\_\_\_\_ of 201\_\_\_. Declarant discloses that it does not guarantee the completion of the Condominium by any particular date, and that it reserves the right to modify its construction schedule in the future.

3. **Number of Condominium Units:**

The Condominium will contain twenty-four (24) residential units.

4. **Copies of Declaration, Bylaws, and other Documents:**

a. Declaration: A copy of the proposed Declaration of Condominium for the Condominium is attached hereto as Exhibit “B”.

b. Association Documents: A copy of the proposed Bylaws of Opus Myers Park Condominium Owners Association, Inc., a North Carolina non-profit corporation (the “Association”), is attached hereto as Exhibit “C”, and a copy of the proposed Articles of Incorporation of the Association is attached hereto as Exhibit “D”. No Association Rules or Regulations are in effect or are proposed at this time. The Declaration, Articles and Bylaws are referred to collectively herein as the “Condominium Documents”.

c. **Contracts to be Signed at Closing:** There will be no contracts or leases to be signed by the purchaser at closing.

d. **Contracts and Leases Subject to Cancellation by the Association:** The Association is not currently a party to any contracts affecting the Condominium. The Declarant anticipates entering into a management contract with a third-party professional management company prior to the closing of the sale of units at the Condominium, and the attached budget reflects a management fee of eight percent (8%) of the annual operating budget.

**THE CONDOMINIUM DOCUMENTS ARE BINDING ON ALL PERSONS ACQUIRING TITLE TO A UNIT IN THE CONDOMINIUM AND CONTAIN SIGNIFICANT PROVISIONS THAT A PROSPECTIVE PURCHASER MIGHT FIND MATERIAL TO THE PURCHASER'S DECISION TO PURCHASE A UNIT. EACH PURCHASER SHOULD CAREFULLY READ THE CONDOMINIUM DOCUMENTS, ALL OF WHICH ARE PROVIDED AS EXHIBITS TO THIS PUBLIC OFFERING STATEMENT, AND SEEK LEGAL ADVICE IF NECESSARY TO ASSURE THAT THEY ARE UNDERSTOOD BEFORE SIGNING AN AGREEMENT TO PURCHASE A UNIT IN THE CONDOMINIUM.**

**5. Current Balance Sheet and Projected Budget for the Association:**

a. The Association has not yet been formed, but will be formed by Declarant prior to the first conveyance of a condominium unit, and hence no current balance sheet for the Association exists.

b. The projected budget for the Association for the first year following the first conveyance of a condominium unit is attached hereto as Exhibit "E". The budget includes, as required by the provisions of the North Carolina Condominium Act: (i) an amount included for repair and replacement reserves, (ii) any other reserve amounts, (iii) the projected common expense assessment by category or expenditures for the Association, and (iv) the projected monthly common expense assessment (the "Monthly Common Expense Assessment") for each unit which projected Monthly Common Expense Assessment for each unit is set forth on Exhibit "E". Units shall be assessed a base monthly amount for the common expenses of the Association based on their interest in the common elements.

c. The projected budget has been prepared by the Declarant, based on good-faith estimates of expenses on similar projects, and is based on an occupancy level of 100% and a collection rate of 100%. The calculations for the reserve amounts have assumed inflation increases of zero percent (0%) per annum.

d. **The projected budget is only a good-faith estimate, and the actual common expenses for the first year of the Condominium (and hence the actual monthly assessment amounts) may vary from the amounts shown on Exhibit "E".**

**6. Future Common Expenses:**

Declarant at the present time does not provide any services and does not pay for any expenses which Declarant anticipates may become a subsequent common expense of the Association, except for those matters disclosed above, all of which are reflected in the Association's projected budget.

**7. Fee Due From Purchaser at Closing:**

Declarant will collect from each purchaser at closing a working capital contribution equal to twice the Monthly Common Expense Assessment reflected in the initial budget. This amount, which is non-refundable, will be paid over by Declarant to the Association to capitalize the operating expenses of the Association.

8. **Existing Liens or Encumbrances on the Condominium:**

a. The Land is currently encumbered by a first lien deed of trust securing a loan provided to Declarant by Gothic Ventures Fund, LLC which is recorded in Book 31613 at Page 451 of the Registry. The deed of trust will be subordinated to the operation of the Declaration. Every unit sold and its related interest in the common elements will be released from the deed of trust at the time of closing or shortly thereafter.

b. Each unit will be conveyed subject to the lien of Mecklenburg County and City of Charlotte taxes for the year of closing and subsequent years (which are not yet due and payable) and standard general utility service easements. In addition, each unit will be conveyed subject to the easements and restrictions set forth in the Condominium Documents described in paragraph 4 above.

c. The Property is subject to those certain restrictions contained in the following deeds: (a) deed from George Stephens and Sophie Myers Stephens, his wife, to J. Arthur Henderson, filed for recorded in Book 345 at Page 326 of the Registry, (b) deed from George Stephens and Sophie M. Stephens, his wife, to Ella H. Sullivan, filed for recorded in Book 367 at Page 263 of the Registry, and (c) deed from Mrs. Mary H. Brenizer and husband, Addison G. Brenizer, to Charles Creighton and R.C. Boyce, filed for record in Book 1172 at Page 141 of the Registry (collectively, the "Restriction Instruments"), as such restrictions have been modified and supplemented by that certain Restriction Modification and Consent Agreement recorded in Book 31613 at Page 426 of the Registry (the "Consent Agreement"). Copies of the Restriction Instruments and the Consent Agreement are attached hereto as Exhibit "F". The Consent Agreement contains, among other things, a requirement that Declarant obtain the approval of the "Advisory Group" (as such term is defined in the Consent Agreement) to Declarant's (i) final schematic drawings, (ii) final design development drawings, and (iii) construction (permit set) drawings, all inclusive of then current elevations and planned exterior materials. Such approval must be obtained prior to construction of any improvements on the Property. The Advisory Group has approved Declarant's final schematic drawings.

9. **Declarant's Warranties:**

In addition to the following limited warranties of quality (that the unit will be free from defective materials, constructed in a workmanlike manner, constructed according to sound engineering and construction standards, and suitable for residential use), Declarant will cause Thomasson Efir LLC, the construction manager for the Condominium ("Thomasson"), to warrant each unit for a period of one year from the date of substantial completion for that unit (which date shall be conclusively established by the issuance of a Certificate of Occupancy or its equivalent and which date may predate the date of closing). Declarant expressly disclaims any implied warranties relating to the appliances, countertops, cabinetry, flooring materials, finish hardware, elevators, heating and air conditioning systems, equipment and other personal property located in the Condominium, but will furnish to the purchaser or to the Association all manufacturers' warranties with respect to those items. In addition, Declarant makes no representations or warranties as to the condition or health of any shrubs, trees, or plantings located within the Condominium, but will deliver to the Association any nursery's warranties with respect to those plants. No additional express or implied warranties, unless required by law, are or will be made by Declarant. **In particular, Declarant advises each purchaser that Declarant's (or its contractor's) warranty responsibilities are limited to repairing the defect in materials and workmanship, and that each purchaser shall be responsible for any loss or damage to its personal property, and for insuring that property.**

In addition, Declarant advises each purchaser that the Association shall be responsible for the routine maintenance of the Condominium (including but not limited to repainting of common elements and care of landscaped areas), and that neither Declarant nor its contractor shall have any liability resulting from the Association's failure to perform its maintenance obligations.

10. **Purchaser's Right to Cancel:**

The purchaser must receive this Public Offering Statement before signing a contract for purchase. No conveyance of title by deed can occur until seven (7) calendar days following the signing of a contract for purchase. The purchaser has the absolute right to cancel the contract to purchase during that seven (7) calendar day period without penalty. Under the North Carolina Condominium Act, a purchaser electing to cancel a contract may do so by hand-delivering notice to the Declarant or by mailing notice by prepaid United States mail to Declarant at the address specified above.

11. **Judgments and Pending Suits:**

There are no known or recorded unsatisfied judgments or pending suits against the Association the Declarant or pertaining in any way to the Condominium. There are no pending suits material to the Condominium of which the Declarant has actual knowledge.

12. **Deposit:**

a. Any deposit or down payment made by a purchaser in connection with the purchase of a unit will be held in an escrow account with an insured bank or savings and loan institution, as required by the North Carolina Condominium Act.

b. Seller is the escrow agent, its address is 1617 Queens Road West, Charlotte, North Carolina 28207, and the escrow account is with Bank of the Ozarks, whose address is 4200 Park Road, Charlotte, NC 28209. Payments held in such escrow account shall be deemed to belong to the purchaser and not the Declarant. The deposit shall be held in such account until the seven (7) day period during which the purchaser may cancel the purchase contract expires, or the date of cancellation by the purchaser thereunder, whichever occurs first. After that date, the Declarant shall have the right to transfer the deposit out of the escrow account without the prior written consent of the purchaser. Thereafter the Declarant shall have the right to full use of such funds, subject to the Declarant's obligation to credit them against the purchase price of the unit at closing or to refund them to the purchaser upon the occurrence of certain other events under the terms of the Purchase and Sale Agreement.

13. **Restraints on Alienation:**

a. No unit or any interest in a unit may be subjected to a time share program, as that term is defined in Chapter 93A, Article 4 of the North Carolina General Statutes.

b. A unit may not be leased for a period shorter than twelve (12) months; provided, however, that a unit may be leased for a period of seven (7) days or less up to two (2) times per year.

14. **Insurance Coverage:**

The Association has not yet been formed, and currently has no insurance coverage in force. The minimum requirements for the insurance coverage that will be maintained by the Association for the benefit of unit owners are set forth in Article XI of the Declaration, and includes 100% replacement coverage on the buildings (less a commercially reasonable deductible not to exceed \$10,000.00), liability insurance with coverage of at least \$5,000,000.00 per occurrence, and fidelity bond coverage. The Association may elect to obtain more extensive insurance coverage once it is organized. **You are urged to consult with your insurance adviser to assure that you are aware of the extent of insurance coverage to be provided by the Association, and the advisability of purchasing additional insurance to cover your individual exposure, such as the value of your personal property, or individual liability insurance coverage.**

15. **Fees for Use of Common Elements:**

Other than the annual and special maintenance assessments provided by Section 8 of the Bylaws, there are no present and no known or anticipated future fees or charges to be paid by unit owners for the use of the common elements and other Condominium facilities.

16. **Completion of Improvements:**

Declarant has acquired the Land on which the Condominium will be located. As noted above, Declarant is financing the construction of the Condominium with the proceeds of a loan from Gothic Ventures Fund, LLC. There are no assurances that the proceeds of such loan will be sufficient to complete the renovation and improvements, or that a lender will obligate itself to complete renovation and construction in the event of foreclosure. No bond, letter of credit or other financial assurances have been posted to guarantee completion of the improvements to the Condominium.

17. **Zoning and Land Use Requirements:**

The land on which the Condominium is situated is zoned partially "R43-MF" and partially "O-2" under the terms of the Zoning Ordinance of the City of Charlotte. These zoning classifications permit the residential uses to which the Condominium will be put. In addition, the Condominium is subject to all use restrictions set forth in the Declaration of Condominium (see attached Exhibit "B"), including but not limited to the following:

a. A general limitation that units may be used for residential purposes only, other than certain home offices and studios, and other than any unit maintained by Declarant as a sales or model unit.

b. A general prohibition against unlawful, offensive or obnoxious activity, including limitations on overloading the electrical systems or the load-bearing capacity of the floors.

c. Limitations on the use of the parking areas in the Condominium, including a prohibition against the parking of any vehicles in a manner that blocks the entrance drive and drive aisles, and a prohibition on the parking of boats, boat trailers, mobile homes, travel trailers, campers or other recreational vehicles within the Condominium at any time.

d. Limitations on the use of the use of the outdoor terraces, including a requirement for the proper maintenance of any exterior furniture or planters, the storage of bicycles, the overnight storage of garbage, the drying of laundry, the hanging of banners and flags, and similar matters. The use or storage of cooking grills on the terraces shall be allowed only to the extent permitted by rules and regulations adopted by the Association in compliance with the applicable law.

e. A general prohibition against any animals, livestock or poultry of any kind, except for two (2) common household pets less than 75 pounds each, and rules regarding pets, such as a requirement that pets not be kept or bred for commercial purposes, that pets be kept on leashes when outside their unit, and that an owner clean up after pets.

f. A general prohibition against exterior alterations to any unit (including but not limited to the installation of a satellite dish of any type) without the prior written approval of the Association, which approval may be conditioned upon compliance with applicable rules, regulations and installation guidelines promulgated by the Association.

g. A general prohibition against the display of any signs visible in any way on the exterior of any unit, including any terraces, without the prior written approval of the Association, which approval may be



conditioned upon compliance with applicable rules, regulations and installation guidelines promulgated by the Association.

18. **Alienation of Common Elements:**

Under the North Carolina Condominium Act and the terms of the Declaration, portions of the common elements of the Condominium may be conveyed by the Association or subjected to a security interest without the prior written consent of at least eighty percent (80%) of all unit owners, including at least eighty percent (80%) of all unit owners other than Declarant, and at least eighty percent (80%) of all mortgagees.

**THIS PUBLIC OFFERING STATEMENT IS ONLY A SUMMARY OF SOME OF THE MORE SIGNIFICANT FEATURES OF THE CONDOMINIUM AND IS NOT INTENDED TO SUBSTITUTE FOR A CAREFUL READING OF THE EXHIBITS TO AND OTHER DOCUMENTS REFERENCED IN THIS PUBLIC OFFERING STATEMENT, EACH OF WHICH CONTAINS ADDITIONAL INFORMATION WHICH MAY BE MATERIAL TO A DECISION TO PURCHASE A UNIT IN THE CONDOMINIUM. YOU ARE ENCOURAGED TO CONSULT AN ATTORNEY OR OTHER PROFESSIONAL IF YOU NEED ASSISTANCE IN UNDERSTANDING THESE DOCUMENTS AND THE RIGHTS, RESPONSIBILITIES, AND RISKS OF PURCHASING PROPERTY IN THE CONDOMINIUM.**

**EXHIBIT A**

**To Public Offering Statement for Opus Myers Park Condominium**

**SCHEDULE OF UNITS AND COMMON ELEMENTS INTERESTS**

The following is a schedule of the number and types of units available at the Condominium, the square footage of each type of unit and the undivided percentage interest in the common elements allocated to each unit:

<b><u>Unit</u></b>	<b><u>Unit SF</u></b>	<b><u>Unit Percent Of All Units</u></b>
Unit A1	2,630	3.83
Unit A2	2,753	4.01
Unit A3	2,753	4.01
Unit A4	2,700	3.93
Unit A5	2,700	3.93
Unit B1	2,787	4.06
Unit B2	2,898	4.22
Unit B3	2,898	4.22
Unit B4	2,844	4.14
Unit B5	2,844	4.14
Unit C1	2,716	3.96
Unit C2	2,837	4.13
Unit C3	2,837	4.13
Unit C4	2,993	4.36
Unit C5	2,535	3.69
Unit D1	3,035	4.42
Unit D2	3,100	4.52
Unit D3	3,262	4.75
Unit D4	2,924	4.26
Unit D5	2,815	4.10
Unit E1	2,885	4.20
Unit E2	2,978	4.34
Unit E3	2,978	4.34
Unit E4	2,926	4.26
<b>Totals</b>	<b>68,628</b>	<b>100.00</b>

Declarant discloses that the square footages for each unit set forth on this exhibit are approximate and utilized a system of measurement that measures to the outside surfaces of all exterior walls of the unit and includes areas within all vertical shafts within the unit (including elevators but excluding interior fire stairwells A1, A2, A3, A4 and A5)), and includes the area of private exterior terraces adjacent to that unit. The actual square footages of each unit may vary from those shown on this exhibit.

**EXHIBIT B**

**To Public Offering Statement for Opus Myers Park Condominium**

**DECLARATION OF CONDOMINIUM**

Please see attached.

**EXHIBIT C**

**To Public Offering Statement for Opus Myers Park Condominium**

**BYLAWS OF ASSOCIATION**

Please see attached.

**EXHIBIT D**

**To Public Offering Statement Opus Myers Park Condominium**

**ARTICLES OF INCORPORATION OF ASSOCIATION**

Please see attached.

**EXHIBIT E**

**To Public Offering Statement Opus Myers Park Condominium**

**OMP Projected Initial Annual Operating Budget**

*1 January 2019 through 31 December 2019*

<b><u>Expense Item</u></b>	<b><u>Total Annual Expense</u></b>	<b><u>Total Monthly Expense</u></b>
5005 · Electricity	18,000	1,500
5010 · Gas	6,000	500
5015 · Telephone	2,400	200
5150 · Elevators/Other (State Inspections)	1,250	104
5155 · Elevators/Otis Monthly Maintenance Contract	19,500	1,625
5160 · Elevators/Additional Services	2,000	167
5315 · Trash Removal/Equipment Rental	600	50
5355 · Fire Protection/System Monitoring	3,000	250
5360 · Fire Protection/Maintenance Contract and Inspections	6,000	500
5365 · Fire Protection/Misc. Repairs and Expenses	2,500	208
5405 · Insurance/General Liability and Property	30,000	2,500
5425 · Insurance/Auto Insurance	250	21
5430 · Insurance/Director's	1,500	125
5435 · Insurance/Umbrella	3,000	250
5450 · Office Supplies	250	21
5510 · Legal Fees	2,500	208
5515 · Accounting Fees	1,500	125
5555 · Generator Service Contract	1,800	150
5560 · Generator Repairs	1,500	125
5600 · Pest Control	600	50
5655 · Security System Repairs	2,000	167
5705 · Light Bulbs	1,500	125
5755 · Exterior Windows-Washing	5,000	417
5855 · Landscaping/Monthly Maintenance	7,800	650
5910 · Janitorial/Residential Contract	24,000	2,000
6005 · General Maintenance/Labor and Materials	30,000	2,500
6050 · Bank Service Charges	300	25
7000 - Common Area Replacement Reserves	13,400	1,117
<b>Gross Expenses</b>	<b>174,750</b>	<b>15,679</b>
5050 · Management Fees (8.00% of operating budget)	13,980	1,165
<b>Net Expenses</b>	<b>188,730</b>	<b>16,844</b>
<b><u>Common Area Replacement Reserves</u></b>	<b><u>Replacement Cost</u></b>	<b><u>Annual Cost</u></b>
Roof Replacement (15 years)	200,000	10,000
Garage Door (5 years)	15,000	3,000
Re-Striping Garage (5 years)	2,000	400
<b>Total Replacement Reserves</b>	<b>217,000</b>	<b>13,400</b>

## 2019 Monthly Dues by Unit Type

<u>Unit</u>	<u>Unit SF</u>	<u>Unit Percent Of All Units</u>	<u>Monthly Dues</u>
Unit A1	2,630	3.83	645.51
Unit A2	2,753	4.01	675.70
Unit A3	2,753	4.01	675.70
Unit A4	2,700	3.93	662.69
Unit A5	2,700	3.93	662.69
Unit B1	2,787	4.06	684.05
Unit B2	2,898	4.22	711.29
Unit B3	2,898	4.22	711.29
Unit B4	2,844	4.14	698.04
Unit B5	2,844	4.14	698.06
Unit C1	2,716	3.96	666.62
Unit C2	2,837	4.13	696.32
Unit C3	2,837	4.13	696.32
Unit C4	2,993	4.36	734.61
Unit C5	2,535	3.69	622.19
Unit D1	3,035	4.42	744.22
Unit D2	3,100	4.52	760.87
Unit D3	3,262	4.75	800.63
Unit D4	2,924	4.26	717.67
Unit D5	2,815	4.10	690.92
Unit E1	2,885	4.20	708.10
Unit E2	2,978	4.34	730.93
Unit E3	2,978	4.34	730.93
Unit E4	2,926	4.26	718.16
<b>Total</b>	<b>68,628</b>	<b>100.00</b>	<b>16,844</b>

**EXHIBIT F**

**To Public Offering Statement Opus Myers Park Condominium**

**RESTRICTION INSTRUMENTS AND CONSENT AGREEMENT**

Please see attached.