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NANEA AT KOA RIDGE - PHASE III

LIMITED WARRANTY CONDOMINIUM UNIT DEED  
(WITH RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS  
AND REPURCHASE OPTION)

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation,  
whose principal place of business is 680 Iwilei Road, Suite 510, Honolulu, Hawaii  
96817, and whose post office address is 680 Iwilei Road, Box 510, Honolulu, Hawaii  
96817, hereinafter called the "Grantor", and

hereinafter called the "Grantee",

WITNESSETH THAT:

The Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to it paid, the receipt whereof is hereby acknowledged, and of the provisions and covenants hereinafter set forth and on the part of the Grantee to be faithfully observed and performed, does hereby grant, bargain, sell and convey unto the Grantee, as \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_,

(Tenancy)

forever, the following described property (the "Property"):

Those certain premises, comprising a portion of "Nanea at Koa Ridge – Phase III", a condominium project (hereinafter called the "Project") described in and established by that certain Declaration of Condominium Property Regime of Nanea at Koa Ridge – Phase III dated \_\_\_\_\_, 2020, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. \_\_\_\_\_, as amended from time to time (hereinafter called the "Declaration"), which premises are described in Exhibit "A" attached hereto and made a part hereof:

EXCLUDING AND RESERVING from the conveyance, however, unto the Grantor, all of the rights of the grantee under each of the following (collectively referred to as the "Sanitary Sewer Easements"):

1. Agreement and Grant of Sanitary Sewer Easement dated December 16, 2016, recorded in the Bureau of Conveyances as Document No. A-61941186, by and between Ford Island Ventures, LLC, a Delaware limited liability company, as Grantor, and the Developer, as Grantee, as amended from time to time; and
2. Agreement and Grant of Sanitary Sewer Easement dated December 27, 2016, recorded as Document No. A-62210793, by and between Celebrations At Waikele Community Association, a Hawaii corporation, as Grantor, and the Developer, as Grantee, as amended from time to time.

RESERVING, HOWEVER, as to FIRST and SECOND, as set forth in Exhibit "A" to the Grantor, its successors and assigns, all of the rights and easements in favor of Developer as set forth or described in the Declaration, including but not limited to the following:

1. Until the later of (a) December 31, 2027, or (b) if the Project has been merged with another condominium project or projects, the date which is five (5) years after the date of recordation of the most recently recorded document to effect such merger or mergers, the Developer shall have the right to conduct extensive sales activities within the Project utilizing the common elements and any unit(s) still owned by the Developer, including the use of model units, sales and management offices, and extensive sales displays, signage and activities.

2. Until the later of (a) December 31, 2027, or (b) if the Project has been merged with another condominium project or projects, the date which is five (5) years after the date of recordation of the most recently recorded document to effect such merger or mergers, the Developer, its agents, employees, contractors, licensees, successors and assigns shall have a nonexclusive easement over the common elements of the Project, as may be reasonably necessary for the completion of any improvements to and correction of defects and other punchlist items in the common elements.

3. The Developer, its successors and assigns shall have the right to amend, transfer, cancel, relocate and otherwise deal with any easement, license or other rights or interests, including without limitation, the Sanitary Sewer Easements, over, under, across, along, upon and through any lands adjacent to or in the vicinity of the Project, which would be or may be appurtenant to the land of the Project ("Land"), for access purposes, for electrical, gas, telephone, telecommunication (including cable television, high speed data/Internet/intranet services, cellular telephone, and satellite television) and other utility purposes, for sanitary sewer, drainage and drainline, water, waterline, irrigation and flowage purposes, for drainage control, erosion control and storm water system purposes, for landscape purposes, to access and read utility meters, and for all other related purposes.

4. The Developer, its successors and assigns shall have a nonexclusive easement for access, walkway, pathway and trail purposes over, across, along, upon and through the common elements of the Project, together with the right to designate easements for the aforesaid purposes, and together also with the right to grant to the owner or owners from time to time of all or any portion of the land described in Exhibit "C" of the Declaration, the owner or owners from time to time of all or any portion of the lands adjacent to or in the vicinity of the Project, the Koa Ridge Owners Association and/or any limited liability company, corporation, partnership, individual or entity, easements for such access, walkway, pathway and trail purposes over, across, along, upon and through the common elements of the Project.

5. The Developer, its successors and assigns shall have a nonexclusive easement for tree trimming purposes over, across, along, upon and through the land between the street boundary of the Project and the established curb or street line (the

“Road Right of Way”), including, without limitation, the planting strip located therein, together with the right to designate easements for the aforesaid purposes, and together also with the right to grant to the Koa Ridge Owners Association and/or any limited liability company, corporation, partnership, individual or entity, easements for such tree trimming purposes.

6. The Developer, its successors and assigns shall have a nonexclusive easement for access purposes over, across, along, upon and through the common elements of the Project, including the limited common elements appurtenant to the unit(s), from time to time during reasonable hours as may be necessary to read utility meters and sub-meters, together with the right to designate easements for the aforesaid purposes, and together also with the right to grant to any public or private utility or other limited liability company, corporation, partnership, individual or entity, easements for such access purposes.

7. The Developer, its successors and assigns shall have a nonexclusive easement for park, landscape and other purposes over, under, across, along, upon and through Easement “L-9”, as more particularly described in Exhibit "A", and the planting strips within Road Right of Way in front of, on the side of or in back of Easement “L-9”, together with the right to designate easements for the aforesaid purposes, and together also with the right to grant to the Koa Ridge Owners Association and/or any limited liability company, corporation, partnership, individual or entity, easements for such park, landscape and other purposes.

8. The Developer, its successors and assigns shall have a nonexclusive easement for mail and other purposes over, under, across, along, upon and through Easement “L-9”, as more particularly described in Exhibit "A", together with the right to designate easements for the aforesaid purposes, and together also with the right to grant to the Koa Ridge Owners Association and/or any limited liability company, corporation, partnership, individual or entity, easements and/or licenses, including rights of entry, for such mail and other purposes over, across, along, upon and through Easement “L-9” or portions thereof.

9. The Developer, its successors and assigns shall have a nonexclusive easement for flowage, storm water channel, storm water collection, drainage culvert and other purposes over, under, across, along, upon and through Easement “F-4”, as more particularly described in Exhibit "A", together with the right to designate easements for the aforesaid purposes, and together also with the right to grant to the Koa Ridge Owners Association, the City and County of Honolulu and/or any limited liability company, corporation, partnership, individual or entity, easements for such flowage, storm water channel, storm water collection, drainage culvert and other purposes.

10. The Developer, its successors and assigns shall have a nonexclusive easement for drainage and other purposes over, under, across, along, upon and through Easement "3" and Easement "U-9, as more particularly described in Exhibit "A", together with the right to designate easements for the aforesaid purposes, and together also with the right to grant to the Koa Ridge Owners Association, the City and County of Honolulu and/or any limited liability company, corporation, partnership, individual or entity, easements for such drainage and other purposes.

11. The Developer, its successors and assigns shall have nonexclusive easements for electrical, gas, telephone, telecommunication (including cable television, high speed data/Internet/ intranet services, cellular telephone, and satellite television) and other utility purposes, easements for photovoltaic purposes, easements for sanitary sewer, drainage and drainline, water, waterline, irrigation and flowage purposes, easements for drainage control, erosion control and storm water system purposes, easements for landscape purposes, easements to access and read utility meters, and easements for all other purposes over, under, across, along, upon and through the Land, including but not limited to any and all easements now or hereafter designated on any subdivision map or file plan or identified in any document referred to in Exhibit "A", together with the right to designate easements for the aforesaid purposes, if necessary or desirable, subject to the reasonable consent of the Association of Unit Owners of the Project as to location, and together also with rights of reasonable access thereto in connection with the exercise of said easement rights, and to grant to the owner or owners from time to time of all or any portion of the land described in Exhibit "C" of the Declaration, the owner or owners from time to time of all or any portion of the lands adjacent to or in the vicinity of the Project, the State of Hawaii, the City and County of Honolulu, the Board of Water Supply of the City and County of Honolulu, any other appropriate governmental entity or agency, the Koa Ridge Owners Association and/or any other public or private utility or other limited liability company, corporation, partnership, individual or entity, easements for such purposes over, under, across, along, upon and through the Land under the usual terms and conditions required by the grantee of such easement rights, and together also with the right to delete or cancel designated or granted easements that are not required or no longer serve the aforesaid purposes; provided, however, that such easement rights must be exercised in such manner as to not unreasonably interfere with the use of the Land by the unit owners and those claiming by, through or under the unit owners, and in connection with the installation, maintenance or repair of any facilities pursuant to any of said easements the Land shall be promptly restored by and at the expense of the person owning and exercising such easement rights to substantially the condition of the Land immediately prior to the exercise thereof; and the acceptance or acquisition by any party of any interest in the Project shall constitute an undertaking and agreement by such party (a) to join in and execute, upon request, any and all documents designating and/or granting any such easements, and (b) to perform and carry out at such party's expense, or to cause the Association of Unit Owners of the Project to perform and carry out as a

common expense, any obligation in any such grant of easement rights, or in any grant of easement specifically referred to in the Declaration, any obligation with respect to providing and maintaining any screening or landscaping or similar requirement as to facilities within the Land which may now or hereafter be required by law, ordinance or governmental entity or agency, subject to the conditions of the condominium unit deed conveying the unit.

SUBJECT, ALSO, as to FIRST and SECOND, as set forth in Exhibit "A", all other easements, encumbrances, exceptions and reservations described in the Declaration.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, unto the Grantee, according to the tenancy and estate hereinabove set forth, absolutely and forever and in fee simple, subject as aforesaid, and subject also to said Declaration and to the By-Laws of the Association of Unit Owners of Nanea at Koa Ridge – Phase III dated \_\_\_\_\_, 2020, recorded as Document No. \_\_\_\_\_, as amended from time to time (hereinafter called the "By-Laws"), and to the covenants, conditions and restrictions set forth in said Declaration and in said By-Laws, all of which are incorporated herein by reference and made a part hereof.

The above-described Unit shall be occupied and used only for residential purposes and shall be subject to such other restrictions on use as set forth and contained in said Declaration and in said By-Laws, to which reference is hereby made.

The Grantor hereby covenants and agrees with the Grantee that the Property is free and clear of and from all liens and encumbrances made or suffered by the Grantor, except as herein mentioned and except for the lien for real property taxes not yet by law required to be paid; and that the Grantor shall WARRANT AND DEFEND the same unto the Grantee, forever, against the lawful claims and demands of all persons claiming by, through or under the Grantor, except as herein set forth.

#### Grantee's Covenants

In consideration of the foregoing conveyance, the Grantee does hereby covenant and agree to and with the Grantor and its successors and assigns, as follows:

A. Observance of Declarations, By-Laws and Koa Ridge Covenants. The Grantee does hereby covenant and agree, for the benefit of the owners from time to time of all other units in said Project, to at all times observe and perform all of the terms, covenants, conditions and restrictions contained in said Declaration and said By-Laws and on the Grantee's part to be observed and performed, as and when required to do so,

and will indemnify and hold and save them (and each of them) harmless from Grantee's failure so to observe and perform any of such terms, covenants, conditions and restrictions. The Grantee hereby further covenants and agrees to comply with, observe and perform, and to cause the Association of Unit Owners of the Project (the "Association") to comply with, observe and perform, the terms and provisions of that certain Declaration of Community Covenants for Koa Ridge dated June 8, 2020, recorded as Document No. A-74660352, as amended, restated and supplemented from time to time, including, without limitation, by that certain First Amendment to Declaration of Community Covenants for Koa Ridge dated July 17, 2020, recorded as Document No. A-75070350, and that certain Supplemental Declaration Annexing Property (Nanea at Koa Ridge – Phase III Parcel) dated \_\_\_\_\_, 2020, recorded as Document No. \_\_\_\_\_ (the "Koa Ridge Covenants"), and the Grantee agrees to indemnify, defend and hold the Grantor harmless from any failure by the Grantee or the Association so to comply with, observe and perform the terms and provisions of the Koa Ridge Covenants.

B. Conditions Affecting the Property. The Grantee understands, acknowledges, covenants and agrees to the following:

1. Agricultural Effects. The Property is located on and is near or adjacent to lands and easements which are, may be, or were used for or in connection with agricultural operations, which may include, but are not limited to, trucking, plowing, hauling, fertilizing, grading, storing, herbicide and pesticide spraying, crop dusting, water diversion, irrigation, and all other activities incidental to the planting, cultivating, harvesting and processing of crops, including night time activities, and the grazing and raising of livestock, poultry and other animals, which may from time to time cause surface water runoff, noise, soot, ash, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, insect pests, and other substances and phenomena of every description (collectively, the "Agricultural Effects") to be discharged, emitted, dispersed or transmitted over and upon the Property which may bother or be a nuisance to the Grantee and any person occupying or using the Property, and the Grantee also acknowledges that the Hawaii Right to Farm Act (Chapter 165 of the Hawaii Revised Statutes) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance;

2. Airport Effects. The Property is located in the vicinity of the Honolulu International Airport, and aircraft may fly in the proximity of or directly over the Property, and such overflights and other airport-related activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (collectively, the "Airport Effects") to persons and property on or within the Property;

3. Military Effects. The Property is located in the vicinity of military aircraft facilities, military activities may be conducted in the vicinity of the Property, and such military activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (the "Military Effects") to persons and property on or within the Property;

4. Utility Effects. The Property is or may be located adjacent to or in the vicinity of electric, gas, water, sewer and other utilities and public roads and thoroughfares, including, without limitation, such things as sewer lines, electrical substations, high-powered electrical transmission lines, water pump stations, water tanks, reservoirs, freeways and exit ramps which may result in nuisances, such as odors, noise and dust, disturbances or hazards (collectively, the "Utility Effects") to persons and to property on or within the Property. The Utility Effects include, without limitation, odors that could possibly come from sewer lines or facilities. In recent years, concerns have been raised about possible adverse health effects of electric and magnetic fields from power lines. The Grantor is not insuring or guaranteeing the health of the Grantee or other occupants or users of the Property and disclaims liability for personal injury, illness or any other loss or damage caused by or arising from the Utility Effects including, without limitation, the presence or malfunction of any electrical distribution systems that may be located adjacent to, near, or over any part of the Property;

5. Development Effects. (i) The Property is or may be located adjacent to or in the vicinity of various construction activities, including, but not limited to, ongoing residential (including affordable residential), commercial, mixed-use commercial/residential, light industrial, health care and other construction, proposed construction of future subdivisions and roads, land development activities, shopping centers, churches, and other construction and development projects (collectively, the "Proposed Development"); (ii) construction of the Proposed Development will or may result in noise, dust, vibration and other nuisances, disturbances or hazards to the Grantee and to persons and property on or within the Property or the Project, and may limit the Grantee access to the Property; (iii) during and after development, traffic, lights, noise, dust, vibration and other nuisances, disturbances or hazards to persons and property on or within the Property or the Project may be generated from the Proposed Development; (iv) no representations or warranties are made by the Grantor, its employees or agents concerning plans, or the absence of plans, by the Grantor or others for future development of adjacent or nearby properties, and any plans for the future development of adjacent and nearby properties by the Grantor are subject to change in the sole and absolute discretion of the Grantor or its successors and assigns; and (v) the Grantor makes no representations regarding the view from the Property or any view easements or rights, and the views from the Property are not guaranteed and may be altered, diminished, eliminated or blocked entirely by the future development of adjacent or



surrounding properties (items (i) through (v) are hereinafter collectively called the "Development Effects");

6. Mold Effects. Mold and other forms of fungi are common and occur naturally in Hawaii due to its climate. Any moisture, including but not limited to standing water, water intrusion in a unit, or condensation will promote mold or other fungal growth. Lack of maintenance, utilization of an air-conditioner and other conditions which could increase moisture or condensation in a unit, will therefore create conditions which are conducive to mold and fungi growth. It has been reported or alleged that molds and other fungi can cause mild to severe allergies, infections and other health problems and property damage (collectively, the "Mold Effects"). The Grantor is not insuring or guaranteeing the health of the Grantee or other occupiers or users of the Property and disclaims liability for personal injury, illness, property damage, or any other loss or damage caused by or arising from the Mold Effects;

7. Waiver, Release and Indemnity. The Grantee represents and warrants to the Grantor that the Grantee, in the Grantee's sole discretion, has determined that the benefits of owning and enjoying the Property outweigh the risks of the Agricultural Effects, the Airport Effects, the Military Effects, the Utility Effects, the Development Effects and the Mold Effects (collectively, the "Property Conditions"). The Grantee hereby irrevocably agrees to suffer and permit all actions and consequences incidental to the Agricultural Effects, the Airport Effects, the Military Effects, the Utility Effects and the Mold Effects. The Grantee hereby irrevocably agrees to suffer and permit all actions and consequences incidental to the Development Effects, for a period of ten (10) years after the date of recordation of this instrument. The Grantee hereby covenants and agrees to assume all risks of impairment of the Grantee's use and enjoyment of the Property or the Project, loss of market value of the Property, and property damage or personal injury arising from the Property Conditions, and the Grantee, for the Grantee and the Grantee's tenants, lessees, family, servants, guests, invitees, licensees, agents, employees, and those who use the Property through the Grantee for an extended period of time (collectively, the "Occupants"), hereby waives any claims or rights of action or suits against the Grantor, its successors and assigns, the City, the State of Hawaii, and any agency or subdivision of the foregoing, arising from such impairment of the Occupants' use and enjoyment of the Property or the Project, loss of market value of the Property, and property damage or personal injury arising from one or more of the Property Conditions. The Grantee shall indemnify, hold harmless and defend the Grantor, its successors and assigns, the City, the State of Hawaii, and any agency or subdivision of the foregoing, from any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from such impairment of the Occupants' use and enjoyment of the Property or the Project, loss of market value of the Property, or property damage or personal injury to the property or person of the Occupants as a result of one or more of

the Property Conditions. The Grantee further covenants that the Grantee will notify all Occupants and transferees of the Property of the risks of the Property Conditions.

The foregoing covenants shall be included in every subsequent conveyance of the Property and shall be binding upon and inure to the benefit of the parties and their respective estates, heirs, devisees, personal representatives, successors, successors-in-trust and assigns; provided that the foregoing agreement to indemnify, hold harmless and defend shall not be applicable to, and shall not extend to obligate, any institutional lender or investor (including any successor or assign) who holds a mortgage covering the Property or who takes title to the Property upon foreclosure or by way of deed in lieu of foreclosure or otherwise, and provided further that the foregoing agreement to indemnify, hold harmless and defend shall likewise not be applicable to, and shall not extend to obligate, any owner or holder of the Property who is in the chain of title subsequent to such institutional lender or investor.

C. Merger. Without limitation to the generality of the foregoing, Grantee understands and agrees that pursuant to that certain Declaration of Merger of Condominium Phases dated June 9, 2020, recorded as Document No. A-74710127, as the same may be amended from time to time (hereinafter called the "Declaration of Merger"), the Grantor has the right, in its sole and absolute discretion, to cause and effect an administrative merger or mergers of the Project with a condominium project or projects located or to be located on lands (or a portion or portions thereof) in the vicinity of the Land of the Project, as part of the same incremental plan of development of the Project, such that the use of the respective common elements, the respective common expenses and the management of the respective affairs of the Project and the additional phases are shared, and the administration of the Project and the additional phases is unified under one association of unit owners, but the ownership interests of the unit owners of the Project and the additional phases are not altered or affected. The Declaration of Merger also gives the Grantor the right, in its sole and absolute discretion, to cause and effect an ownership merger or mergers of the Project and the additional phases, as an alternative to an administrative merger or mergers of the Project and the additional phases, to provide for the common ownership of the Project and the additional phases by all of the unit owners of the Project and the additional phases. Upon an ownership merger, all of the units in the merged phases shall be treated as though they were all included in a single condominium project (the "Merged Project"), all common elements of the merged phases will become the common elements of the Merged Project, and the common interest appurtenant to the Unit shall be altered from the percentage set forth in this Condominium Unit Deed to such percentage as shall be set forth in a "Certificate of Ownership Merger" recorded by the Grantor as Developer, in accordance with the Declaration of Merger. Grantee consents and agrees to such alteration, and undertakes and agrees to execute any document or instrument necessary or appropriate, as determined in the sole and absolute discretion of the Grantor, to carry out an

administrative merger or mergers or an ownership merger or mergers and Grantee does hereby irrevocably appoint the Grantor the true and lawful attorney of Grantee, in Grantee's name, place and stead, to execute, acknowledge, deliver and record any document(s) or instrument(s) necessary or appropriate, as determined in the sole and absolute discretion of the Grantor, to effect an administrative merger or mergers or an ownership merger or mergers, all as more fully set forth in the Declaration of Merger. Said power of attorney shall be coupled with an interest and irrevocable, and shall not be affected by the Grantee's disability. In the event an administrative merger is declared invalid or unenforceable for any reason, the Grantor shall have the right, in its sole and absolute discretion, to effect an ownership merger or mergers of the Project and the additional phases in accordance with the provisions of the Declaration of Merger. In the event an ownership merger is declared invalid or unenforceable for any reason, the Grantor shall have the right, in its sole and absolute discretion, to effect an administrative merger or mergers of the Project and the additional phases in accordance with the provisions of the Declaration of Merger. In the event of any such merger or mergers, all references to the "Project" herein shall mean and refer to the entire Project, as reconstituted by any such merger or mergers. Nothing herein shall be deemed to require Grantor to develop any additional phase or to merge any additional phase into the Project, or to prohibit Grantor from dealing with any lands adjacent to the Project not so merged, including without limitation, developing a whole or any part of such lands for a purpose inconsistent with the merger of such lands into the Project.

D. Occupancy of the Property. The Grantee represents and warrants to the Grantor that the Grantee is purchasing the Property as the Grantee's primary residence for at least twelve (12) months after the recordation of this Condominium Unit Deed, for the Grantee's own occupancy and use and not for resale or Transfer (as the term is defined below). The Grantee further covenants and agrees that the Grantee shall not within twelve (12) months after the date of recordation of this Condominium Unit Deed (the "Occupancy Period") convey or reconvey the Property to any other person or entity, or license, lease or sublease the Property to any other person or entity or otherwise part with possession of the Property or assign or convey any of its right, title or interest in or to the Property (herein defined as a "Transfer") without the Grantor's prior written consent, which consent may be withheld or given for any or no reason in the Grantor's sole and absolute discretion; provided, however, that nothing in this Section D shall be construed as prohibiting (i) the Grantee from mortgaging the Property to an institutional lender duly authorized to conduct business in the State of Hawaii for the purpose of obtaining and securing financing for the purchase or construction of improvements upon the Property, or (ii) any such mortgagee from foreclosing upon the lien of its mortgage or accepting a deed for the Property in lieu of foreclosure. Except as specifically permitted above, any attempt to Transfer the Property within the Occupancy Period without the Grantor's consent shall be null and void.

E. Repurchase Option. If the Grantee does not occupy the Property as the Grantee's primary residence during the Occupancy Period, or if the Grantee attempts to Transfer the Property to any other person or entity during the Occupancy Period without the Grantor's prior written consent, then the Grantor shall have the right, in the nature of an option, but shall not be obligated to, repurchase the Property for an amount of money equal to the Total Purchase Price (as shown in the Deposit Receipt, Reservation and Sales Agreement for the Property) originally paid by the Grantee to acquire the Property, exclusive of the Grantee's share of any closing or other costs associated with the closing of the sale of the Property to the Grantee, and in the event of such repurchase, all costs incurred in connection with the repurchase of the Property by the Grantor, including without limitation all escrow costs, all recording fees, all conveyance taxes, all notary costs, all costs incurred in ascertaining title to the Property, the cost of an ALTA owners' extended coverage policy of title insurance in favor of the Grantor, all costs of preparing and executing the reconveyance deed and any other document required in the Grantor's judgment to reconvey the Property to the Grantor, all attorneys' fees and costs, and all costs incurred by the Grantor in enforcing its rights hereunder shall be paid by the Grantee.

The Grantor may purchase the Property either outright, free and clear of all liens and encumbrances, or by transfer subject to an existing mortgage which, by its terms or upon consent of the mortgagee, is assumable by the Grantor. If by outright purchase, the Grantor shall ensure that all existing mortgages, liens, and encumbrances are fully paid by the Grantee. In any purchase by transfer subject to an existing mortgage which is assumable, the Grantor shall agree to assume and to pay the Grantee's obligation on the first mortgage created for the purpose of enabling the Grantee to obtain funds for the purchase of the Property and any other mortgages which are created with the approval and consent of the Grantor. In such cases, the amount to be paid to the Grantee by the Grantor shall be the difference between the above-mentioned purchase price and the principal balance of all mortgages outstanding and assumed at the time of transfer of title to the Grantor.

Such option to repurchase the Property shall be exercisable at any time during or after the Occupancy Period by written notice given by the Grantor to the Grantee personally or mailed to the Grantee at the address of the Property, and the closing for the repurchase of the Property shall occur within thirty (30) days after such written notice is delivered, it being understood and agreed that notice shall be deemed to have been delivered upon personal delivery to the Grantee or any one of them if there shall be more than one, or upon the expiration of three (3) days after the deposit of such notice in the United States mail addressed to the Grantee at the Property address, if notice is given by mail.

If the Grantee Transfers the Property before the Grantor exercises its option to repurchase the Property, and if it is shown that the Grantee did not continuously use the Property as the Grantee's primary residence during the Occupancy Period, or that the Property was Transferred by the Grantee during the Occupancy Period without the Grantor's consent, then, in addition to any other remedies available to the Grantor, the Grantor shall be entitled to recover from the Grantee an amount of money equal to the cash price or consideration the Grantee received or is entitled to receive upon or as a result of the Transfer of the Property (or the fair market value of any other consideration received by the Grantee if other than cash), less, in the event the Grantee Transferred the Property by sale, the purchase price which would be payable by the Grantor under the option upon its exercise.

The terms of this Section E shall not apply to any mortgagee (or its assignee) which is an institutional lender duly authorized to conduct business in the State of Hawaii and which acquires title to the Property as a result of a foreclosure of a mortgage on the Property or a deed in lieu of such foreclosure.

Unless the Grantor's option to repurchase is exercised and the Property is repurchased pursuant to the terms of this Section E no later than ninety (90) days following the expiration of the Occupancy Period, then the Grantor's option to repurchase shall automatically expire without any further action from either the Grantor or the Grantee.

F. Designation and Grant of Easements. The Grantee consents and agrees to the grant by the Grantor, its successors or assigns, to the State of Hawaii, the county in which the Property is located, any other appropriate governmental agency, any public or private utility, or any other corporation, partnership, individual or entity of easement rights as hereinbefore provided, and the Grantee further agrees and covenants to, at no cost to the Grantor, promptly execute and deliver such instruments and take such other actions as the Grantor may request in order to effectuate such grants of easement rights and to carry out the terms hereof. The Grantee further covenants and agrees (a) to join in and execute, upon request, any and all documents designating and/or granting any easements that have been reserved in favor of the Grantor, and (b) to perform and carry out at the Grantee's expense, or to cause the Association to perform and carry out as a common expense, any obligation in any such grant of easement rights, or in any grant of easement specifically referred to in the Declaration, with respect to providing and maintaining any screening or landscaping or similar requirement as to facilities within the Land which may now or hereafter be required by law, ordinance or governmental agency.

G. Remedies. The violation or breach of any of the covenants, conditions, agreements or restrictions contained herein shall give the Grantor the right to prosecute a proceeding at law or in equity against the Grantee to prevent or enjoin the

Grantee from violating or breaching any of the covenants, conditions, agreements or restrictions, or to cause said violation or breach to be remedied, or to recover damages or other remedies available for such violation or breach. In any legal or equitable proceeding for the enforcement of or to restrain the violation or breach of any provision herein or to obtain damages or other suitable remedy, the prevailing party shall be entitled to recover such attorneys' fees and costs as may have been incurred in enforcing or defending its rights hereunder.

H. Covenants Running with the Land; Duration. Except as otherwise expressly provided herein, each and all of the Grantor's reservations and the Grantee's covenants, agreements, conditions and restrictions contained above are perpetual and intended to run with the land in favor of the Grantor, its successors and assigns, and are expressly binding upon the Property, and each portion thereof, and each successive owner of the Property and each person having any right, title or interest in the Property or any portion thereof, unless and until the Grantor shall relinquish and permanently waive any of its rights, but only with respect to the specific rights waived, as evidenced by the recordation of a written notice of such waiver in the Bureau of Conveyances of the State of Hawaii.

I. Meaning of Terms and Headings. The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees or corporations and their and each of their respective heirs, personal representatives, successors, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein. The headings and titles of sections or provisions contained herein are for convenience and reference only and are not a part of this Indenture or intended to define, limit or describe the scope or intent of any provision herein.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents on the day and year first above written.

Grantor: CASTLE & COOKE HOMES HAWAII, INC.

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

Grantee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this \_\_\_\_-page Limited Warranty Condominium Unit Deed (With Reservations, Covenants, Conditions and Restrictions and Repurchase Option) dated \_\_\_\_\_, 20\_\_\_\_, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_



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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who, being by me duly sworn or affirmed, did say that such person(s) executed this \_\_\_\_-page Limited Warranty Condominium Unit Deed (With Reservations, Covenants, Conditions and Restrictions and Repurchase Option) dated \_\_\_\_\_, 20\_\_\_\_, in the First Circuit of the State of Hawaii, as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

## EXHIBIT "A"

FIRST: Unit No. \_\_\_\_\_ (the "Unit") of the "Nanea at Koa Ridge – Phase III" condominium project (the "Project"), as described in that certain Declaration of Condominium Property Regime of Nanea at Koa Ridge – Phase III dated \_\_\_\_\_, 2020, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. \_\_\_\_\_, as the same may be amended from time to time (the "Declaration"), and as shown on the plans of the Project filed in said Bureau of Conveyances as Condominium File Plan No. \_\_\_\_\_, as the same may be amended from time to time (the "Condominium Map");

TOGETHER with easements appurtenant to said Unit established by and described in the Declaration, including the following:

The exclusive right to use those certain limited common elements of the Project which are described in the Declaration as being appurtenant to said Unit, including Yard Area No. \_\_\_\_\_ and Driveway Area No. \_\_\_\_\_, as described in the Declaration and as shown on the Condominium Map.

Nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for 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 use of the limited common elements as provided in said Declaration; and in all other units and common elements of the building in which the Unit is located or any adjacent buildings for support.

SUBJECT, HOWEVER, to easements for encroachments by other units and the common elements and limited common elements of the Project now or hereafter existing and for access from time to time during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs or for the inspection, installation, repair, maintenance or replacement of any common elements, as established by and more particularly described in the Declaration.

SECOND: An undivided \_\_\_\_\_% interest in all common elements of the Project, as established for said Unit by the Declaration, as tenant in common with all other owners from time to time of undivided interests in and to said common elements, subject to all easements appurtenant to any units of the Project. The Project is located on and includes the following:

All of that certain parcel of land (being a portion of Royal Patent Number 5732, Land Commission Award Number 8241 to Ioane Ii, comprising of a portion of old Kamehameha Highway being a portion of Exclusion 18 as shown on Map 1 of Land

Court Application Number 1000, Lots 110-A and 110-B as shown on Map 1096 of Land Court Application Number 1000, said Lots 110-A and 110-B having been deregistered from the Land Court System pursuant to instruments recorded in the Bureau of Conveyances of the State of Hawaii on December 7, 2017, as Document Numbers A-65500664 and A-65500665, Lots 14676-A-1 and 14676-A-3 as shown on Map 1092 of Land Court Application Number 1000, said Lots 14676-A-1 and 14676-A-3 having been deregistered from the Land Court System pursuant to instruments recorded in the Bureau of Conveyances of the State of Hawaii on December 7, 2017, as Document Numbers A-65500660 and A-65500661, Lot 14676-A-2 as shown on Map 1092 of Land Court Application Number 1000, said Lot 14676-A-2 having been deregistered from the Land Court System pursuant to instruments recorded in the Bureau of Conveyances of the State of Hawaii on December 7, 2017, as Document Numbers A-65500666 and A-65500667, Parcel 1 as shown on DPP File Number 2003/SUB-193, Parcel A as shown on C.S.F. 13,593, Parcel A-1 as described and recorded in Document Number 2002-209952 and a portion of Parcel Ninth, Part 2 of Liber 2563, Page 9) situate, lying and being at Waipio, Ewa, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 3, as shown on survey map dated March 3, 2020, approved by the City and County of Honolulu, Department of Planning and Permitting, DPP File Number 2018/SUB-165, on March 13, 2020, and thus bounded and described as follows:

Beginning at the southwest corner of this parcel of land, being also the northwest corner of Lot 2 of Koa Ridge Phase A1a as shown on DPP File No. 2018/SUB-165, and on southeasterly side of Lot 9 of Koa Ridge Phase A1a as shown on DPP File No. 2018/SUB-165, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAIPIO UKA" being 8,396.20 feet South and 656.81 feet East, thence running by azimuths measured clockwise from true South:

1. 174° 30' 50.93 feet along said Lot 9;
2. 170° 24' 67.88 feet along said Lot 9;
3. 163° 33' 35.00 feet along said Lot 9;
4. 149° 18' 43.23 feet along said Lot 9;
5. 157° 37' 45.00 feet along said Lot 9;
6. 167° 47' 32.07 feet along said Lot 9;
7. 176° 22' 43.00 feet along said Lot 9;
8. 188° 49' 30" 26.56 feet along said Lot 9;

- |     |  |     |       |   |
|-----|--|-----|-------|---|
| 9.  | 191°   | 26' | 25.00 | feet along said Lot 9;  |
| 10. | 202°   | 20' | 27.79 | feet along said Lot 9;  |
| 11. | 208°   | 57' | 23.04 | feet along said Lot 9;  |
| 12. | 219°   | 22' | 24.73 | feet along said Lot 9;  |
| 13. | 232°   | 56' | 28.47 | feet along said Lot 9;  |
| 14. | 241°   | 24' | 52.73 | feet along said Lot 9;  |
| 15. | 255°   | 39' | 23.54 | feet along said Lot 9;  |
| 16. | 265°   | 02' | 51.42 | feet along said Lot 9;  |
| 17. | 8°   | 34' | 39.83 | feet along said Lot 9;  |
| 18. | 278°   | 34' | 80.00 | feet along said Lot 9;  |
| 19. | 8°   | 34' | 74.00 | feet along said Lot 9;  |
| 20. | Thence along said Lot 8 (roadway lot), on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:              |     |       |   |
|     | 53°  | 34' | 42.43 | feet;   |
| 21. | 98°  | 34' | 21.98 | feet along said Lot 8 (roadway lot);  |
| 22. | Thence along said Lot 8 (roadway lot), on a curve to the right with a radius of 43.00 feet, the chord azimuth and distance being:              |     |       |   |
|     | 117°   | 26' | 28.5" | 27.82 feet to a reverse curve to the left with a radius of 43.00 feet, its curve center bears: 46° 18' 57"; |
| 23. | Thence along said reverse curve to the left with a radius of 43.00 feet, along said Lot 8 (roadway lot), the chord azimuth and distance being: |     |       |   |

8° 34' 68.00 feet to a reverse curve to the right with a radius of 43.00 feet, its curve center bears: 330° 49' 03";

24. Thence along said reverse curve to the right with a radius of 43.00 feet, along said Lot 8 (roadway lot), the chord azimuth and distance being:

259° 41' 31.5" 27.82 feet;

25. 278° 34' 22.00 feet along said Lot 8 (roadway lot)

26. Thence along said Lot 8 (roadway lot), on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:

323° 29' 03" 42.37 feet, to a reverse curve to the left with a radius of 5,025.00 feet, its curve center bears: 278° 24' 06";

27. Thence along said reverse curve to the left with a radius of 5,025.00 feet, along said Lot 8 (roadway lot), the chord azimuth and distance being:

6° 57' 15.5" 253.85 feet;

28. 95° 30' 25" 130.31 feet along said Lot 2, to the point of beginning and containing an area of 1.846 acres, more or less.

Said above described parcel of land having been acquired as follows:

1. By Castle & Cooke Hawaii, Inc., a Hawaii corporation, by Deed of Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, dated December 8, 1995, filed as Document No. 2277107 and also recorded as Document No. 95-159451;

2. By Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, by Quitclaim Deed of the State of Hawaii, by its Board of Land and Natural Resources, acting pursuant to Section 171-52, Hawaii Revised Statutes, dated effective as of November 21, 2002, recorded as Document No. 2002-209952;

3. By Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, by

Quitclaim Deed of the State of Hawaii, by its Board of Land and Natural Resources, acting pursuant to Section 171-52, Hawaii Revised Statutes, dated effective as of June 25, 2003, recorded as Document No. 2003-130707; and

4. By Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, by Quitclaim Deed of the State of Hawaii, by its Board of Land and Natural Resources, acting pursuant to Section 171-52, Hawaii Revised Statutes, dated effective as of August 18, 2005, recorded as Document No. 2005-164713.

TOGETHER WITH a nonexclusive appurtenant easement for vehicular access over, across, along and upon such portion of Lot 8 as shown on survey map dated March 3, 2020, approved by the City and County of Honolulu, Department of Planning and Permitting, DPP File Number 2018/SUB-165, on March 13, 2020; Lot D-3 as shown on survey map dated April 15, 2020, approved by the City and County of Honolulu, Department of Planning and Permitting, DPP File Number 2018/SUB-69, on March 13, 2020; Lots B-2 and B-3 as shown on survey map dated November 27, 2019, approved by the City and County of Honolulu, Department of Planning and Permitting, DPP File Number 2018/SUB-12, on November 29, 2019 (the "Roadway Lots"), as may be necessary and designated by Grantor from time to time for access to a public road;

RESERVING to Grantor, however, the right to relocate said access to such other location as Grantor may from time to time designate in writing by recordation of any instrument designating the relocation of such access (without necessity of amending this deed);

PROVIDED, HOWEVER, that in the event that any portion or all of the Roadway Lots or other designated access areas are conveyed to the State of Hawaii, the City and County of Honolulu, or any other appropriate governmental authority, said easement as to the area so conveyed shall immediately terminate.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. Unrecorded Lease Pending Fee Purchase Agreement dated February 24, 2000, as shown in instrument dated August 14, 2002, recorded as Document No. 2002-179121.
3. Unrecorded Acquisition Agreement dated July 20, 2001, as shown in instrument dated August 14, 2002, recorded as Document No. 2002-179121.

4. The terms and provisions contained in Declaration of Conditions dated August 14, 2002, recorded as Document No. 2002-179121.

5. The terms and provisions contained in Declaration of Conditions dated December 8, 2010, recorded as Document No. 2010-193604.

6. The terms and provisions contained in Declaration of Conditions dated August 10, 2012, recorded as Document No. A-46100932.

7. The terms and provisions contained in Unilateral Agreement and Declaration for Conditional Zoning dated November 6, 2013, recorded as Document No. A-50580557.

8. Grant of Easement Agreement dated as of December 23, 2015, of which a Short Form Memorandum of Grant of Easement Agreement (Waipio) is dated as of December 23, 2015, recorded as Document No. A-58400013.

The Grantee's interest was assigned from Renewables Land Holdings, LLC, a Delaware limited liability company, to Waipio Land Holdings, LLC, a Delaware limited liability company, by Assignment and Assumption of Grant of Easement Agreement (Waipio) dated as of September 7, 2016, recorded as Document No. A-61090398A. Consent thereto provided by Castle & Cooke Homes Hawaii, Inc. a Hawaii corporation, by instrument dated September 20, 2016, recorded as Document No. A-61090398B.

9. Terms and provisions contained in Agreement and Grant of Sanitary Sewer Easement dated December 16, 2016, recorded as Document No. A-61941186.

10. Terms and provisions contained in Agreement and Grant of Sanitary Sewer Easement dated December 27, 2016, recorded as Document No. A-62210793.

11. Designation of Easement "3", for drain purposes, as shown on subdivision map prepared by Wayne M. Teruya, Land Surveyor, with ParEn, Inc., dba Park Engineering, dated November 27, 2019, approved by the Department of Planning and Permitting, City and County of Honolulu, DPP File Number 2018/SUB-12, on November 29, 2019.

12. Designation of Easement "U-9", for drain purposes, as shown on subdivision map prepared by Wayne M. Teruya, Land Surveyor, with ParEn, Inc., dba Park Engineering, dated April 15, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, DPP File Number 2018/SUB-69, on March 13, 2020.

13. Designation of Easement "E-12", for electrical purposes, as shown on subdivision map prepared by Wayne M. Teruya, Land Surveyor, with ParEn, Inc., dba Park Engineering, dated March 3, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, DPP File Number 2018/SUB-165, on March 13, 2020.

14. Designation of Easement "F-4", for flowage and storm water channel purposes, as shown on subdivision map prepared by Wayne M. Teruya, Land Surveyor, with ParEn, Inc., dba Park Engineering, dated March 3, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, DPP File Number 2018/SUB-165, on March 13, 2020.

15. Designation of Easement "L-9", for park, landscape and mail purposes, as shown on subdivision map prepared by Wayne M. Teruya, Land Surveyor, with ParEn, Inc., dba Park Engineering, dated March 3, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, DPP File Number 2018/SUB-165, on March 13, 2020.

16. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in that certain Declaration of Community Covenants for Koa Ridge dated June 8, 2020, recorded as Document No. A-74660352, as amended, restated and supplemented from time to time, including, without limitation, by that certain First Amendment to Declaration of Community Covenants for Koa Ridge dated July 17, 2020, recorded as Document No. A-75070350, and that certain Supplemental Declaration Annexing Property (Nanea at Koa Ridge – Phase III Parcel) dated \_\_\_\_\_, 2020, recorded as Document No. \_\_\_\_\_.

17. Declaration of Merger of Condominium Phases dated June 9, 2020, recorded as Document No. A-74710127, as amended from time to time.

18. Grant of Easement dated September 1, 2020, recorded as Document No. A-75510281.

19. Condominium File Plan No. \_\_\_\_\_, as amended from time to time.

20. Declaration of Condominium Property Regime of Nanea at Koa Ridge – Phase III dated \_\_\_\_\_, 2020, recorded as Document No. \_\_\_\_\_, as amended from time to time.

21. By-Laws of the Association of Unit Owners of Nanea at Koa Ridge – Phase III dated \_\_\_\_\_, 2020, recorded as Document No. \_\_\_\_\_, as amended from time to time.



[ADD OTHER ENCUMBRANCES OF RECORD]

THIRD: All of the right, title and interest of the Grantor in and to all of the furnishings, fixtures and appliances located in the Unit.