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PU`UWAI PLACE – PHASE II

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

THIS INDENTURE, made this _____ day of _____, 201____,
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 "Pu`uwai Place – Phase II", a condominium project (hereinafter called the "Project") described in and established by that certain Declaration of Condominium Property Regime of Pu`uwai Place – Phase II dated July 11, 2017, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-64100659, as the same may be amended from time to time (hereinafter called the "Declaration"), which premises are described in Exhibit "A" attached hereto and made a part hereof:

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 December 31, 2023, the Developer shall have the right to conduct extensive sales activities 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 December 31, 2023, 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 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, cable television, communications and other utility purposes, for sanitary sewer, drainage and drainline, waterline, and flowage purposes, and for landscaping purposes.

4. 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; 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, and/or any public or private utility or other corporation, partnership, individual or entity, easements for such access 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 roadway and utility purposes over, under, across, along, upon and through the roadways and driveways which are included in 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, and/or any public or private utility or other corporation, partnership, individual or entity, easements for such roadway and utility purposes over, under, across, along, upon and through the roadways which are included in the common elements of the Project.

6. The Developer, its successors and assigns shall have a nonexclusive easement for access purposes over, across, along, upon and through Easement "2" as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017; together 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, and/or any public or private utility or other corporation, partnership, individual or entity, easements for such access purposes over, across, along, upon and through said Easement "2".

7. The Developer, its successors and assigns shall have a nonexclusive easement for pedestrian access purposes over, across, along, upon and through Easement "5" as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017; together 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 and/or any corporation, partnership, individual or entity, easements for such pedestrian access purposes over and upon said Easement "5".

8. The Developer, its successors and assigns shall have a nonexclusive easement for parking purposes over, across, along, upon and through Easements "P-1" and "P-2" as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017; together 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 and/or any corporation, partnership, individual or entity, easements for such parking purposes over and upon said Easements "P-1" and "P-2".

9. The Developer, its successors and assigns shall have nonexclusive easements for electrical, gas, telephone, cable television, communications and other utility purposes, and easements for sanitary sewer, drainage and drainline, water, waterline, irrigation and flowage 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 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 "City"), the Board of Water Supply of the City, any other appropriate governmental agency, and/or any other public or private utility or other 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 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 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 Pu`uwai Place – Phase II dated July 11, 2017, recorded as Document No. A-64100660, 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 and By-Laws. 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.

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, open burning, sugar burning activities, 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, commercial 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) when completed, 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. Maintenance of the Property. The Grantee further acknowledges and agrees that the Grantor, as the developer of the Project, has a continuing interest in the manner in which the Property is maintained, and the Grantee therefore hereby further covenants and agrees that the Grantee shall maintain the ground slopes and swales of the yard area appurtenant to the Unit to lessen chances of erosion and undercutting near the foundation. Slopes shall be planted in conformance with applicable ordinances of the City; slope planting is recommended on cut and fill slopes to lessen erosion.

D. 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 July 5, 2017, recorded as Document No. A-64100656, 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.

E. 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 E 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.

F. 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 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 F 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 F 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.

G. 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.

H. 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.

I. 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.

J. 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 _____, 201____, 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 _____, 201____, 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 _____, 201____, 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 _____, 201____, 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 "Pu`uwai Place – Phase II" condominium project (the "Project"), as described in that certain Declaration of Condominium Property Regime of Pu`uwai Place – Phase II dated July 11, 2017, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-64100659, 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. 5671, 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 Parking Stall No(s). _____, 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 portion(s) of the land(s) described in and covered by Royal Patent Grant Number 712 to Kaholo) situate, lying and being at Aualii,

Waikele, District of Ewa, City and County of Honolulu, State of Hawaii, being LOT "D", and thus bounded and described as per survey of Wayne M. Teruya, Licensed Professional Land Surveyor, with Community Planning, Inc., dated December 5, 1997, revised December 16, 1997, to-wit:

Beginning at a point of curvature with a radius of 733.00 feet, being also the south corner of Lot C, being a portion of Grant 712 to Kaholo and on the southwest side of Paiwa Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "EWA CHURCH" being 1,040.71 feet north and 9,747.43 feet west and running by azimuths measured clockwise from true South:

1. 331° 38' 30" 437.37 feet along Paiwa Street;
2. Thence along Paiwa and Hiapo Streets, on a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being:
16° 38' 30" 28.28 feet;
3. 61° 38' 30" 185.60 feet along Hiapo Street;
4. 151° 35' 187.57 feet along Lots 72, 71, 25 and 24 of Waipahu Estates Subdivision Unit 4-B (File Plan 1630);
5. 164° 37' 30" 154.71 feet along Lots 24 to 21, inclusive, of Waipahu Estates Subdivision Unit 4-B (File Plan 1630);
6. 174° 57' 30" 41.76 feet along Lots 21 and 20 of Waipahu Estates Subdivision Unit 4-B (File Plan 1630);
7. 162° 27' 09" 150.40 feet along Lots 20, 19 and 18 of Waipahu Estates Subdivision Unit 4-B (File Plan 1630);
8. 162° 50' 100.32 feet along Lots 17 and 15 of the Waipahu Estates Subdivision Unit 4-B (File Plan 1630);
9. 165° 05' 30" 211.94 feet along Lots 15, 14 and 13 of Waipahu Estates Subdivision Unit 4-B (File Plan 1630);
10. Thence along Lot A, being a portion of Grant 172 to Kaholo, on a curve to the right with a radius of 87.00 feet, the chord azimuth and distance being:

302° 33' 48" 73.51 feet;

11. Thence along Lot A, being a portion of Grant 712 to Kaholo, on a curve to the left with a radius of 1,533.00 feet, the chord azimuth and distance being:

327° 21' 23" 10.51 feet;

12. 327° 09' 36" 240.32 feet along Lots A and B, being portions of Grant 712 to Kaholo and Paiwa Street;

13. Thence along Paiwa Street and Lot C, being a portion of Grant 712 to Kaholo, on a curve to the right with a radius of 733.00 feet, the chord azimuth and distance being:

329° 24' 03" 57.32 feet to the point of beginning and containing an area of 117,096 square feet, more or less.

TOGETHER WITH nonexclusive, appurtenant, easements for roadways, utilities and access purposes over, under, across, along, upon, through and under those certain areas hereinafter described; PROVIDED, HOWEVER, that in the event that said parcel or any portion thereof shall be conveyed to the State of Hawaii, the City and County of Honolulu, or other governmental authority and dedicated to public use, said easement as to said parcel or portion thereof so conveyed and dedicated shall immediately and automatically terminate; AND PROVIDED, FURTHER, that Grantor shall have the right, at the Grantor's sole cost and expense, (a) permanently to relocate said nonexclusive easement to other locations, upon 180 days' prior written notice to Grantee, or (b) temporarily to relocate said nonexclusive easement to other locations, upon 30 days' prior written notice to Grantee, provided, in either event, that reasonable roadway access is provided at all times to the above described premises to and from Paiwa Street. Said easements being more particularly described as follows:

Easement A-1, the Hiapo Street Underpass Easement, being easement rights for access and utility purposes under grade separation structures, as shown on Division of Land Survey and Acquisition Parcel Map File No. 18-2-1-33, and thus bounded and described as per survey of Harry K. Matsuo, Registered Professional Land Surveyor, with Community Planning, Inc., dated April 22, 1976, being more particularly described in instrument recorded as Document No. 2005-191072.

BEING A PORTION OF THE PREMISES ACQUIRED BY LIMITED
WARRANTY DEED

GRANTOR : JAMESTOWN 18, L.P., a Georgia limited partnership

GRANTEE : CASTLE & COOKE HOMES HAWAII, INC., a Hawaii
corporation

DATED : September 21, 2005

RECORDED : Document No. 2005-191072

TOGETHER ALSO WITH the following:

1. A nonexclusive, appurtenant easement for utility purposes over, under, across, along, upon and through Easement "3" as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017, being more particularly described in Affidavit of Land Surveyor dated May 22, 2017, recorded as Document No. A-63510755; PROVIDED, HOWEVER, that the Grantor, its successors and assigns, reserves the right to relocate all or a portion of the easement, or to cancel the easement and grant in lieu thereof a different easement for utility purposes all without the consent or joinder of any other person.

2. A nonexclusive, appurtenant easement for access purposes over, across, along, upon and through Easement "4" as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017, being more particularly described in Affidavit of Land Surveyor dated May 22, 2017, recorded as Document No. A-63510755; PROVIDED, HOWEVER, that the Grantor, its successors and assigns, reserves the right to relocate all or a portion of the easement, or to cancel the easement and grant in lieu thereof a different easement for access purposes all without the consent or joinder of any other person; and PROVIDED, FURTHER, HOWEVER, that in the event that said easement or portions thereof shall be conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority and dedicated to public use, said easement or portions thereof so conveyed and dedicated shall immediately terminate.

3. A nonexclusive, appurtenant easement for park purposes over, across, along, upon and through Easement "7" as shown on map prepared by Ross K.

Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017, being more particularly described in Affidavit of Land Surveyor dated May 22, 2017, recorded as Document No. A-63510755; PROVIDED, HOWEVER, that the Grantor, its successors and assigns, reserves the right to relocate all or a portion of the easement, or to cancel the easement and grant in lieu thereof a different easement for park purposes all without the consent or joinder of any other person.

4. A nonexclusive, appurtenant easement for parking purposes over, across, along, upon and through Easement "P-3" as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017, being more particularly described in Affidavit of Land Surveyor dated May 22, 2017, recorded as Document No. A-63510755; PROVIDED, HOWEVER, that the Grantor, its successors and assigns, reserves the right to relocate all or a portion of the easement, or to cancel the easement and grant in lieu thereof a different easement for parking purposes all without the consent or joinder of any other person.

5. A nonexclusive, appurtenant easement for parking purposes over, across, along, upon and through Easement "P-4" as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017, being more particularly described in Affidavit of Land Surveyor dated May 22, 2017, recorded as Document No. A-63510755; PROVIDED, HOWEVER, that the Grantor, its successors and assigns, reserves the right to relocate all or a portion of the easement, or to cancel the easement and grant in lieu thereof a different easement for parking purposes all without the consent or joinder of any other person.

6. A nonexclusive, appurtenant easement for mailbox purposes over, across, along, upon and through Easement "MB-1" as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017, being more particularly described in Affidavit of Land Surveyor dated May 22, 2017, recorded as Document No. A-63510755; PROVIDED, HOWEVER, that the Grantor, its successors and assigns, reserves the right to relocate all or a portion of the easement, or to cancel the easement and grant in lieu thereof a different easement for mailbox purposes all without the consent or joinder of any other person.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. Reservations in favor of Oahu Sugar Company, Limited, its successors and assigns, as contained in Deed dated September 27, 1971, recorded in Liber 7825 at Page 382, as modified by instruments entitled (1) Deed and Waiver of Reservation dated December 6, 1978, recorded in Liber 13334 at Page 544, and (2) Partial Release of Encumbrance dated September 5, 1994, recorded as Document No. 94-150784, of a perpetual right and easement for agricultural purposes, including sugar cane burning.
3. Grant in favor of the City and County of Honolulu, dated April 18, 1974, recorded in Liber 9883 at Page 389; granting an easement over a portion of Easement "A" for waterline purposes, being more particularly described therein.
4. Grant in favor of the City and County of Honolulu, dated October 26, 1976, recorded in Liber 11937 at Page 367; granting easements over and across Parcels "M-3" and "M-4" for maintenance purposes, being more particularly described therein.
5. Grant in favor of the City and County of Honolulu and the Board of Water Supply, dated September 13, 1979, recorded in Liber 14068 at Page 391; granting an easement over and across Easement "C" for underground waterline purposes, being more particularly described therein.
6. Yard setbacks are 30 feet (front) and 15 feet (side and rear), as shown on survey map prepared by Wayne M. Teruya, Licensed Professional Land Surveyor, with Community Planning, Inc., dated September 25, 1997, revised December 16, 1997.
7. The terms and provisions contained in the Deed dated October 17, 1994, recorded as Document No. 94-171704.

Assignment and Assumption of Rights, Interest and Obligations and Reservation of Rights, Interest and Obligations effective December 21, 2000, filed as Document No. 2781514 and also recorded as Document No. 2002-033760, by and between Amfac Property Investment Corp., a Hawaii corporation, and Kaanapali Development Corp., a Hawaii corporation.
8. Encroachments or any other matters as shown on survey map prepared by Wayne M. Teruya, Land Surveyor, with ParEn, Inc., dba Park Engineering dated July 19, 2005.

9. Encroachments or any other matters which a survey prepared after July 19, 2005 would disclose.

10. The terms and provisions contained in the Encroachment Agreement dated October 31, 2016, recorded as Document No. A-61510697, by Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, as Owner, and Benjamin Agbuya Garcia and Sophia Galam Garcia, husband and wife, as Adjoining Owner.

11. The terms and provisions contained in the Declaration of Restrictive Covenants (Private Park) dated February 27, 2017, recorded as Document No. A-62670480.

12. The terms and provisions contained in the Encroachment Agreement dated March 17, 2017, recorded as Document No. A-63180775, by Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, as Owner, and Ernesto P. Manuel and Leonida L. Manuel, husband and wife, and Clarita Lorenzo Natividad, as Trustee for the Clarita Lorenzo Natividad Revocable Trust, as Adjoining Owner.

13. Designation of Easement "1" for utility purposes as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017, being more particularly described in Affidavit of Land Surveyor dated May 22, 2017, recorded as Document No. A-63510755.

14. Designation of Easement "2" for access purposes as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017, being more particularly described in Affidavit of Land Surveyor dated May 22, 2017, recorded as Document No. A-63510755.

15. Designation of Easement "5" (5-ft. wide) for pedestrian purposes as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017, being more particularly described in Affidavit of Land Surveyor dated May 22, 2017, recorded as Document No. A-63510755.

16. Designation of Easement "P-1" for parking purposes as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017, being more particularly described

in Affidavit of Land Surveyor dated May 22, 2017, recorded as Document No. A-63510755.

17. Designation of Easement "P-2" for parking purposes as shown on map prepared by Ross K. Tanaka, Land Surveyor with ParEn, Inc., dba Park Engineering, dated May 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu 2016/SUB-240, on May 19, 2017, being more particularly described in Affidavit of Land Surveyor dated May 22, 2017, recorded as Document No. A-63510755.

18. Declaration of Merger of Condominium Phases dated June 5, 2017, recorded as Document No. A-64100656, as amended from time to time.

19. Condominium File Plan No. 5671, as amended from time to time.

20. Declaration of Condominium Property Regime of Pu`uwai Place – Phase II dated July 11, 2017, recorded as Document No. A-64100659, as amended from time to time.

21. By-Laws of the Association of Unit Owners of Pu`uwai Place – Phase II dated July 11, 2017, recorded as Document No. A-64100660, as amended from time to time.

22. Declaration of Restrictive Covenants (Cluster Housing Permit) dated as of July 21, 2017, recorded as Document No. A-64110987.

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.