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TMK No. (1) 9-1-016:228 (portion) Condominium Map No. _____, **Unit «Unit»**
Future TMK No.

**KEALI'I BY GENTRY III
APARTMENT DEED**

Date: _____ (the "Effective Date")

Grantor: GENTRY KGC, LLC, a Hawaii limited liability company

Grantee:

Grantee's
Address:

Grantee's
Tenancy:

The Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration to it paid by the Grantee, receipt of which is hereby acknowledged, and of the Grantee's covenants set forth below, does hereby grant, bargain, sell and convey unto the Grantee all of Grantor's right, title and interest in and to the following:

That certain apartment in the "Keali`i by Gentry III" condominium project ("Keali`i by Gentry III"), more particularly described in the attached **Exhibit "A"** (the "Property"), subject to the encumbrances noted herein and therein.

TO HAVE AND TO HOLD the same, together with all rights and privileges that pertain to or otherwise go with the Property, unto the Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth above.

In consideration of the foregoing, the Grantor hereby covenants with the Grantee: that the Grantor has the right to convey the Property; that the Property is free and clear of and from all encumbrances made or suffered by the Grantor as of the Effective Date, except for the lien of real property taxes not yet required by law to be paid, except for the lien of any governmental improvement assessments not yet by law required to be paid, and except as may be specifically set forth in this Apartment Deed, including Exhibit "A"; and that the Grantor will WARRANT AND DEFEND the Property unto the Grantee against any and all encumbrances made or suffered by the Grantor, except as set forth in this Apartment Deed.

In consideration of the foregoing, the Grantee, for the Grantee and the Grantee's heirs, personal representatives, successors and assigns, acknowledges, covenants and agrees, as follows:

1. Owner-Occupancy Requirement. The Grantee covenants and agrees that the Grantee will occupy and use the Property as the Grantee's primary residence for at least three hundred and sixty-five (365) consecutive days after the date of recordation of this Apartment Deed. The Grantor shall have the right to verify from time to time that the Grantee is occupying and using the Property as the Grantee's primary residence for the three hundred and sixty-five (365) consecutive day period. If the Grantee does not occupy and use the Property as the Grantee's primary residence for the three hundred and sixty-five (365) consecutive day period, then the Grantor shall have the right to repurchase the Property for an amount equal to the original purchase price of the Property. If the Grantee resells the Property within the three hundred and sixty-five (365) day period, then the Grantor shall be entitled to recover from the Grantee an amount equal to the price the Grantee received for the Property (or the fair market value of any consideration received if other than cash), minus the original purchase price. This owner-occupancy requirement shall automatically extinguish three hundred and sixty-five (365) days after the date of recordation of this Apartment Deed without any further recordation of any documents in the Bureau of Conveyances of the State of Hawaii. The terms of this Section 1 shall not apply to (a) any institutional lender or investor (including any successor or assignee) 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, or (b) any owner or holder of the Property who is in the chain of title subsequent to such institutional lender or investor.

2. Indemnification of City. The Grantee understands and acknowledges that the Grantor marketed and sold Keali`i by Gentry pursuant to certain affordable housing requirements imposed upon the Grantor by the City and County of Honolulu (the "City"). The City is not a party to this conveyance nor a participant in the development and sale of the Property or Keali`i by Gentry I. The Grantee promises the City that the Grantee will not initiate any legal action against the City and releases the City and indemnifies and holds the City, its officers, employees and agents harmless for any claims that the Grantee, or any other person or entity may have arising from the purchase of the Property, including (a) death, (b) personal injury, (c) damage to personal property, (d) any claim for liability based on inferior workmanship and material used on the Property, or (e) any claim for liability based on any other contractual obligation involving the Property. A mortgagee named in a mortgage or other security instrument describing the Property made to secure the payment of a loan and advance shall not be liable to the City as a grantee/indemnitor, but any such mortgagee agrees that it shall not be entitled to initiate any legal action against the City based on any claim that any other grantee might have, as described above.

3. Future Administrative Merger. The Grantee understands and acknowledges that Keali`i by Gentry III is part of an overall area called the Joint Development Area, which is defined in the Declaration of Condominium Property Regime of Keali`i by Gentry III, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau of Conveyances") as Document No. A-77250676, as may be amended from time to time (the "Declaration"). The Joint Development Area is referred to in this Apartment Deed as "Keali`i by Gentry". It is anticipated that Keali`i by Gentry III will be administratively merged with other increments of Keali`i by Gentry for the purposes of sharing the use and cost of maintaining and operating the shared infrastructure and facilities (including, but not limited to, roadways, street lighting, visitor parking stalls, utilities, landscaping, a community park and mailbox facilities).

4. Activities, Events and Conditions Affecting Keali`i by Gentry. The Grantee understands and acknowledges that there are certain activities, events and conditions on, about or near the Property and Keali`i by Gentry (collectively "Activities, Events and Conditions affecting Keali`i by Gentry"), including the following:

(a) Ongoing Construction, Development and Sales Activity. The Grantee acknowledges and agrees that construction, development and sales activity will continue in Keali`i by Gentry and adjacent properties even after the Grantee occupies the Property. The roadways in and around the Property will be used by construction and heavy vehicles for ingress and egress to and from the construction sites. The ongoing construction will cause dust, noise, and increased traffic in and around the Property for a period of time. Care must be taken around construction sites, as certain hazardous conditions relating to the construction may exist for a period of time. Dirt movement is an expected part of construction. The Grantee should expect to have dust in and around the Property until construction in the area is complete. Although the Grantor will use appropriate dust control measures, there will still be dust. The Grantor will not be responsible for dust in or on the outside of the Property.

(b) Surrounding Uses and Areas.

(i) Keali`i by Gentry is bordered on its Diamond Head side by the Department of Hawaiian Home Lands' Kanehili residential community, within which is the Kapolei Heritage Center. Noise will originate from the Kapolei Heritage Center in the course of its operations as a community center.

(ii) The Wai'anae side of Keali`i by Gentry is bordered by the Kapolei Golf Course. Subsection (g) below includes certain disclosures relating to the Kapolei Golf Course.

(iii) Mauka of Keali`i by Gentry lies undeveloped land associated with the University of Hawai'i West Oahu, which may be developed in the future. The existence of undeveloped land surrounding Keali`i by Gentry may lead to increased pests, such as cockroaches, centipedes and rodents. Construction of the undeveloped area will create dust, noise, increased traffic and certain hazardous conditions.

(c) **Traffic.** Kapolei Parkway is a major thoroughfare for residents traveling to or from the H-1 Freeway. Commuters will experience delays on Kapolei Parkway and on roads feeding into it, particularly during peak morning and evening hours.

(d) **Aircraft.** Keali`i by Gentry is near the Daniel K. Inouye International Airport (formerly known as Honolulu International Airport) and Kalaeloa Airport (formerly known as Barber's Point Naval Air Station), both of which are owned and operated by the State of Hawaii. Grantee is aware that the Property is subject to over flight by aircraft, with attendant noise and vibration

(e) **Mold.** Mold and mold spores are present throughout the environment, and residential home construction is not, and cannot be, designed to exclude mold spores. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. If the growing conditions are favorable, then mold can grow on and in the Property. Moisture is the only mold growth factor that can be controlled in a residential setting. The Grantee agrees to assume responsibility for taking appropriate steps to reduce or eliminate the occurrence of moisture in and around the Property. The Grantee hereby releases and discharges, and agrees to indemnify and defend, the Grantor and the Grantor's employees, agents, officers, directors, principals and contractors (collectively, including the Grantor, the "Released Entities"), from and against any and all claims, demands, damages, causes of action, liabilities, losses, and expenses, that the Grantee or any occupant of the Property had, has or may have in the future, that are in any way connected with indoor air quality, moisture, or the presence of any mold, mold spores, or chemicals on, in, or about the Property, whether or not caused by, in whole or in part, any act or omission of any of the Released Entities.

(f) **Agriculture.** Keali`i by Gentry is located upon land previously used for the cultivation of sugar cane. Chemicals used in connection with the former agricultural use of the Property may have come into contact with the soil.

(g) **Kapolei Golf Course; Errant Golf Balls.** Keali`i by Gentry directly borders the Kapolei Golf Course (the "Golf Course"), which, as of the Effective Date, is owned and operated by HGP LLC, a Hawaii limited liability company. There will be errant or stray golf balls that enter Keali`i by Gentry and, possibly, the Property. The errant or stray golf

balls will be a safety hazard, which may cause damage to persons, residents and personal property. This hazard will exist for all homes in Keali`i by Gentry, even for those homes that do not directly abut the Golf Course. As of the Effective Date, there is no safety net on the portion of the Golf Course that fronts Keali`i by Gentry. The Grantor makes no representation as to whether or not a safety net will be installed in the future. It is possible that, in the future, the Grantor, the owner of the Golf Course and/or the operator of the Golf Course may decide to install safety nets or plant various trees along the portion of the Golf Course abutting Keali`i by Gentry at their sole discretion and without additional notice to the Grantee.

In addition to errant golf balls, there will also be hazards, uses and activities associated with the Golf Course that may cause inconvenience, disturbance, or injuries to persons and/or damage to property within Keali`i by Gentry. These other hazards, uses and activities include such things as reservoirs and water hazards, other attractive nuisances located upon or adjacent to the Golf Course, periodic spraying or other treatment with pesticides, insecticides, herbicides, fungicides and fertilizers, surface water runoff, the proximity of current or future Golf Course restroom and maintenance facilities to certain apartments (which may result in an increased amount of noise and odors, additional lighting, and increased pedestrian and golf cart traffic), the operation (including possible overspray) of sprinkler and other irrigation systems during the day and at night, the possible use from time to time of outdoor speakers and the operation of golf carts and noisy power equipment, such as lawnmowers, compressors, tractors and irrigation pumps and motors, on or adjacent to the Golf Course at various times, including weekends and early morning and late evening hours, other noise, dust and unpleasant odors, and daily activities of maintaining, operating and using the Golf Course. Irrigation of the Golf Course may be with water from storm retention basins or reclaimed water from the Honouliuli Wastewater Treatment Plant. Any reclaimed water is required to be treated according to State Department of Health guidelines. Tournaments and other special events held on the Golf Course may also impact Keali`i by Gentry, resulting in additional noise, traffic and pollution due to attendance by large crowds for extended periods of time.

Neither the Grantee nor other apartment owners in Keali`i by Gentry will have an ownership interest in the Golf Course, a right to use any portion of, or facilities in, the Golf Course or a right to enter the Golf Course by virtue of owning an apartment at Keali`i by Gentry. The Grantee waives any rights or claims that the Grantee may otherwise have against the current and any future owners/operators of the Golf Course based on the foregoing hazards and conditions. Notwithstanding the foregoing, the Grantee does not waive any claims against the current or future owners/operators of the Golf Course based on, arising out of, caused by, connected to, or related to such Golf Course owner's/operator's negligence or willful misconduct.

The foregoing provisions are for the benefit of the current and any future owners/operators of the Golf Course, and may not be amended, released or waived without the written consent thereof.

(h) City and County of Honolulu Affordable Housing Requirements. Some apartments in Keali`i by Gentry have been developed to meet the City's affordable housing requirements. These apartments may be subject to buy-back provisions and rental restrictions associated with the City's affordable housing requirements.

(i) Real Property Values. The Grantee represents that the Grantee has conducted the Grantee's own independent investigation of the housing market in Hawaii, the community and the Property and has made the Grantee's own determination of the value of the Property based on the Grantee's knowledge and investigation of the market, the community and the Property. The Grantee understands that the purchase price of the Property may be more or less than the actual value of the Property and that an appraisal of the Property may conclude that the appraised value of the Property is more or less than the purchase price of the Property.

The Grantee understands and acknowledges that there are several different loan programs available to different types of buyers, including loans offered by various government agencies such as the Veterans Administration ("VA"), the United States Department of Agriculture ("USDA") and the Federal Housing Administration ("FHA"). The loan programs offered through VA, USDA, FHA and other government agencies often require either no down payment or down payments that are less than twenty percent (20%) of the purchase price of the real property being purchased. Loans made through this type of financing are considered to be inherently more risky to the lender, compared to other types of loans which require a down payment of twenty percent (20%) or more of the purchase price, and, as a result, the appraisals done for these types of loans tend to be more conservative (meaning the appraised value is often lower than the purchase price of the real property being purchased).

The Grantor makes no representations as to the type of loan that buyers of other homes in Keali'i by Gentry and neighboring communities may obtain. The Grantee understands that lenders for other buyers in Keali'i by Gentry and in neighboring communities may have different requirements than the Grantee's lender, including, but not limited to, the type of required down payment.

The Grantee represents that the Grantee has not relied on any acts or statements made by the Grantor, Gentry HomeLoans, LLC or their affiliates, or by any of their respective officers, directors, members, managers, employees, agents, successors and assigns in deciding whether or not the purchase price of the Property reflects the appraised value of the Property. The Grantee understands and acknowledges that real property values can rise and fall based upon the housing market and other economic factors independent from any person's or entity's control. The Grantee hereby waives and releases any claim against the Grantor, Gentry HomeLoans, LLC, their affiliates and their respective officers, directors, members, managers, employees, agents, successors and assigns relating to the relationship of the appraised value of the Property to the purchase price of the Property, as of the Effective Date or as of the recordation date of this Apartment Deed in the Bureau of Conveyances or relating to any decrease or fluctuation in the appraised value of the Property from and after the recording of this Apartment Deed in the Bureau of Conveyances.

(j) Acknowledgement and Acceptance of Disclosures. BY EXECUTION OF THIS APARTMENT DEED, THE GRANTEE HEREBY WAIVES ANY RIGHTS, CLAIMS OR ACTIONS THAT THE GRANTEE MAY HAVE NOW OR THAT MIGHT ACCRUE IN THE FUTURE AGAINST THE GRANTOR AS A RESULT OF ANY DAMAGE TO THE GRANTEE'S REAL OR PERSONAL PROPERTY, ANY INCONVENIENCE, ANNOYANCE OR NUISANCE CAUSED BY ANY OF THE ACTIVITIES, EVENTS AND CONDITIONS AFFECTING KEALI'I BY GENTRY.

(k) The Grantee acknowledges and understands that the Activities, Events and Conditions affecting Keali`i by Gentry (including everything described in this Section 4 [Activities, Events and Conditions affecting Keali`i by Gentry]) may result in unpleasant odors, surface water runoff, noise, dust, smoke, vibration, and other nuisances, disturbances or hazards to persons and property on or within the Property or loss of market value of the Property. The Grantee represents and warrants to the Grantor that the Grantee, in the Grantee's sole discretion, has determined that the benefits of owning, occupying and enjoying the Property outweigh such detriments and risks. The Grantee hereby agrees to assume all risks of impairment of the use and enjoyment of the Property, loss of market value of the Property, and property damage or personal injury arising from the Activities, Events and Conditions affecting Keali`i by Gentry. The Grantee hereby irrevocably agrees to suffer and permit all actions and consequences incident to the Activities, Events and Conditions affecting Keali`i by Gentry.

(l) The Grantee, for the Grantee, the Grantee's heirs, personal representatives and assigns, further agrees to indemnify, defend and hold harmless the Grantor, the Thomas H. Gentry Trust, a California Trust dated February 11, 1986, as amended, and related entities, Gentry HomeLoans, LLC, the Trustees under the Will and of the Estate of James Campbell, Deceased, James Campbell Company LLC, Oahu Sugar Company, Limited, the State of Hawaii, HGP, LLC and any future owners and/or operators of the Golf Course and their respective officers, directors, managers, members, employees, agents, successors, successors-in-trust, and assigns from any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from any such impairment of the use and enjoyment of the Property, loss of market value of the Property, or property damage or personal injury to the property or person of the Grantee, or the Grantee's tenants, lessees, family, servants, guests, invitees, licensees, agents, employees, or other persons who may use the Property. However, the person or entity whose actions or omissions are the direct cause of any damage to the Grantee shall be responsible for the consequences or results of such person's or entity's own gross negligence, willful misconduct or violation of applicable law.

5. Condominium Documents. The Grantee covenants and agrees, for the benefit of the owners of all other apartments in Keali`i by Gentry, to at all times observe, perform and comply with all of the terms and provisions of the Declaration and of the Bylaws of the Association of Apartment Owners of Keali`i by Gentry III, recorded in the Bureau of Conveyances as Document No. A-77250677, as may be amended from time to time (the "Bylaws"), and all resolutions, rules and regulations which may from time to time be duly promulgated pursuant to the Declaration or the Bylaws. The Grantee does hereby accept and approve the Declaration, the Bylaws and such rules and regulations.

6. Easements and Rights of Way. The Grantee understands and acknowledges that the Grantor reserves the right to and until the later of (i) the end of the Development Period (as that term is defined in the Declaration) or (ii) December 31, 2041, to designate, delete, relocate, realign, use, convey, transfer, cancel, accept, reserve, hold, grant and otherwise deal with any easements and/or rights of way over, under, across, through and on the common elements of Keali`i by Gentry III, provided that such easements and/or rights of way shall not be located on or within any existing structure of Keali`i by Gentry III and shall not be exercised as to unreasonably disturb, impair or interfere with the normal use and enjoyment of Keali`i by Gentry III by the Grantee.

The Grantee, for the Grantee and the Grantee's heirs and assigns, hereby further covenants and agrees to the grant by the Grantor, its successors or assigns, to the State of Hawaii, the City, the City's Board of Water Supply and other appropriate governmental agencies, public utilities and other corporations, partnerships, individuals or entities of easement rights as provided above, and agrees on request to join in and confirm any such grant.

7. **Remedies.** The violation or breach of any of the covenants, conditions, agreements or restrictions contained in this Apartment Deed 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 the 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 contained in this Apartment Deed or to obtain damages or other suitable remedy, the prevailing party shall be entitled to recover such attorneys' fees and costs that the prevailing party incurred in enforcing its rights hereunder.

8. **Covenants Running with the Land; Duration.** Except as otherwise specifically provided in this Apartment Deed, all of the Grantee's covenants, agreements, conditions and restrictions contained in this Apartment Deed are perpetual and 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 relinquishes and permanently waives any of its rights under this Apartment Deed, but only with respect to the specific rights waived by the recordation of a written notice of such waiver in the Bureau of Conveyances.

9. **Department of Veterans Affairs Financing.** To the extent that any provision in the Declaration, the Bylaws or this Apartment Deed is inconsistent with any requirements of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), including, without limitation, Section 1 of this Apartment Deed, such provision shall not apply to any apartment in Keali'i by Gentry III that is: (a) encumbered by DVA Financing; or (b) owned by the Department of Veterans Affairs.

The terms "Grantor" and "Grantee", as 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 each of their respective heirs, devisees, personal representatives, successors, successors in trust, and assigns. Obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed.

This Apartment Deed may be executed in counterparts, each of which shall be deemed an original, and the 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.

BY SIGNING BELOW, the Grantor and the Grantee agree, as of the Effective Date, to all the provisions of this Apartment Deed.

GENTRY KGC, LLC,
a Hawaii limited liability company

By: Gentry Homes, Ltd., a Hawaii corporation
Its Member

By: _____
Name: _____
Title: _____
"Grantor"

(KEALI'I BY GENTRY III -- Apt. No. «Unit»)

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

On _____, before me appeared _____,
to me personally known, who, being by me duly sworn or affirmed, did acknowledge that such person executed the foregoing instrument as the free act and deed of such person and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii
My commission expires: _____

<u>NOTARY CERTIFICATION STATEMENT</u>	
Document Identification or Description: Keali'i by Gentry III Apartment Deed (Apt. «Unit»)	
Document Date: Undated at the time of signing	
No. of Pages: _____	
Jurisdiction: First Circuit	
_____ Signature of Notary	_____ Date of Notarization and Certification Statement
_____ Printed Name of Notary	
(Stamp or Seal)	

«FULLNAME1»

«FULLNAME2»

"Grantee"

(KEALII BY GENTRY III -- Apt. No. «Unit»-- Apartment Deed)

EXHIBIT "A"

FIRST:

APARTMENT NO. «Unit» (the "Apartment") of the Keali`i by Gentry III condominium project ("Keali`i by Gentry III") described in and established by that certain Declaration of Condominium Property Regime of Keali`i by Gentry III, dated February 23, 2021, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau of Conveyances") as Document No. A-77250676, as it may be amended from time to time (hereinafter, including any future amendments, referred to as the "Declaration"), and that certain Condominium Map No. 6189, filed in the Bureau of Conveyances, as the same may be amended from time to time (hereinafter, including any amendments, referred to as the "Condominium Map").

TOGETHER WITH easements appurtenant to the Apartment established by and described in the Declaration, including the following:

- (a) The exclusive right to use the limited common elements of Keali`i by Gentry III that are described in the Declaration as being appurtenant to the Apartment.
- (b) The exclusive right to use of the mailbox bearing the same designation as the Apartment located in the mail center described in the Declaration.
- (c) Non-exclusive easements for use of the common elements in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other apartment owners, subject always to the exclusive use of the limited common elements as provided in the Declaration.
- (d) Non-exclusive easements for use of the common elements for ingress to, egress from, utility services for, and support, maintenance and repair of the Apartment.

SUBJECT TO easements for encroachments appurtenant to the common elements of Keali`i by Gentry III and all other apartments, as they now exist or may arise in the future; easements through the Apartment for support, maintenance and repair of the common elements and other apartments in Keali`i by Gentry III; and easements for access to the Apartment as may be necessary for operation of Keali`i by Gentry III, or for making repairs, or for the installation, repair or replacement of any common elements, all as provided for in the Declaration.

SECOND:

An **UNDIVIDED «Interest»% INTEREST** in all common elements of Keali`i by Gentry III, including the land upon which Keali`i by Gentry III is located, as established for the Apartment by the Declaration, as tenant in common with the other owners thereof, subject to all easements appurtenant to any apartment of Keali`i by Gentry III.

ALL TOGETHER WITH AND SUBJECT TO, as to **FIRST** and **SECOND**, all easements appurtenant to any apartment of Keali`i by Gentry III; all easements required for drainage, sewers and any utilities serving Keali`i by Gentry III and all easements necessary for the maintenance and upkeep of Keali`i by Gentry III; and all terms and provisions of the Declaration and of the Bylaws of the Association of Apartment Owners of Keali`i by Gentry III dated February 23, 2021, recorded in the Bureau of Conveyances as Document No. A-77250677, as it may be amended from time to time (hereinafter, including any future amendments, referred to as the "Bylaws"), any rules, regulations and resolutions promulgated pursuant to the Declaration

and Bylaws, and the Condominium Map, all of which are incorporated herein by reference and all of which constitute covenants running with the land, equitable servitudes and liens to the extent set forth therein and as provided by law.

The land upon which Keali`i by Gentry III is located is situated at Honouliuli, Kapolei, Oahu, Hawaii, and is more particularly described in Exhibit "A" to the Declaration, which description is incorporated into this Apartment Deed by this reference.

Being a portion of the premises conveyed to the Grantor by that certain Limited Warranty Deed, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii on December 22, 2014, as Document No. T-9121121.

Being a portion of Royal Patent 6971, Land Commission Award 11216, Apana 8 to Kekauonohi, being a portion of Lot 6770 as shown on Map 571 of Land Court Application 1069, said Lot 6770 having been deregistered from the Land Court System by recordation of Certificate of Title Number 1,089,838 in the Bureau of Conveyances of the State of Hawaii on August 20, 2019 as Regular System Document No. A-71711038, being also Lots 9, 10, 11, 13, and 14 of the Keali`i by Gentry Subdivision, approved by the City and County of Honolulu, Department of Planning and Permitting with File Number 2017/SUB-168, and Lot 12-A of the Keali`i by Gentry Subdivision, approved by the City and County of Honolulu, Department of Planning and Permitting with File Number 2019/SUB-44.

SUBJECT, HOWEVER, TO THE TERMS AND CONDITIONS OF THE FOLLOWING:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. The terms and provisions contained in the Declaration of Conditions Imposed by the Land Use Commission recorded June 7, 1990, as Land Court Document No. 1736622, and amended on February 10, 1992, as Land Court Document No. 1888121.
3. The terms and provisions contained in Quitclaim Deed recorded as Land Court Document No. 1745093.
4. The terms and provisions contained in the Certificate and Authorization recorded November 13, 1990, as Regular System Document No. 90-174924.
5. Easement 2925 for water pipeline and roadway purposes, shown on Map No. 571 filed with Land Court Application 1069, as set forth by Land Court Order No. 103583, recorded August 25, 1991.
6. Grant of Easement for waterline and incidental purposes over, under, across and through said Easement 2925, in favor of the United States of America, acting through the Department of the Navy, Pacific Division, Naval Facilities Engineering Command, recorded July 10, 1992, as Land Court Document No. 1930328.
7. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning, recorded March 12, 2001, as Land Court Document No. 2689121.

8. The terms and provisions contained in the Declaration of Covenants, Conditions and Restrictions (Golf Course) recorded December 22, 2014, as Land Court Document No. T-9121120.
9. The terms and provisions contained in the Golf Course Agreement, recorded December 22, 2014, as Land Court Document No. T-9121122.
10. The terms and provisions contained in the Temporary Drainage License Agreement, recorded February 28, 2015, as Land Court Document No. T-9179235.
11. Easement A for access and utility purposes, as described in Surveyor's Affidavit recorded October 2, 2019, as Regular System Document No. A-72140978.
12. The terms and provisions contained in the Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO) recorded October 9, 2019, as Regular System Document No. A-72210699.
13. The terms and provisions contained in the Declaration of Intent to Develop and Merge; Special Power of Attorney; and Declaration and Reservation of Rights and Easements recorded October 10, 2019, as Regular System Document No. A-72220862A thru A-72220862B.
14. The terms and provisions contained in the unrecorded Agreement Regarding Connection of Private Drainage System to the Kapolei Lower Drainage Channel as disclosed by the Memorandum of Agreement Regarding Connection of Private Drainage System to the Kapolei Lower Drainage Channel, recorded October 28, 2019 as Regular System Document No. A-72401542 and as Land Court Document No. T-10892329.
15. Covenants, conditions, restrictions, reservations, agreements, easements, obligations and other provisions contained in the Declaration of Condominium Property Regime of Keali'i by Gentry III, dated February 23, 2021, recorded as Regular System Document No. A-77250676, as may be amended from time to time.
16. Condominium Map No. 6189, and amendments thereto.
17. Covenants, conditions, restrictions, reservations, agreements, easements, obligations and other provisions contained in the Bylaws of the Association of Apartment Owners of Keali'i by Gentry III, dated February 23, 2021, recorded as Regular System Document No. A-77250677, as may be amended from time to time.
18. The terms and provisions set forth in the Apartment Deed to which this Exhibit "A" is attached.

END OF EXHIBIT "A"