

---

Return by Mail ( ) Pickup ( ) To: Total No. of Pages:  
FirstAm No.

---

TMK Nos.: (1) 9-1-010-120 (portion) Condominium Map No. \_\_\_\_, «Unit No.»

**NORTHPARK BY GENTRY III  
UNIT DEED**

Date: \_\_\_\_\_ (the "Effective Date")

Grantor: GENTRY HOMES, LTD., a Hawaii corporation

Grantee: «Buyer»

Grantee's Address: 91-1841 Keaunui Drive, Unit «Unit No.», Ewa Beach, Hawaii 96706

Grantee's Tenancy: «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 unit in the "NORTHPARK BY GENTRY III" condominium project ("NORTHPARK 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 Unit 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 Unit 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 Unit 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 Unit 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 NorthPark by Gentry III 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 NorthPark by Gentry III. 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 NorthPark by Gentry III is part of an overall area called the Joint Development Area, which is defined in the Declaration (defined below). The Joint Development Area is referred to in this Unit Deed as "NORTHPARK BY GENTRY". It is anticipated that NorthPark by Gentry III will be administratively merged with the NorthPark by Gentry I condominium project, the NorthPark by Gentry II condominium project and the future NorthPark by Gentry IV condominium project 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, car wash stations and mailbox facility).

**4. Activities, Events and Conditions Affecting NORTHPARK BY GENTRY.** The Grantee understands and acknowledges that there are certain activities, events and conditions on, about or near the Property and NORTHPARK BY GENTRY (collectively "Activities, Events and Conditions affecting NORTHPARK BY GENTRY") including the following:

**(a) Construction, Development, and Sales Activity.** The Grantee acknowledges and agrees that construction, development, and sales activity will continue in both NORTHPARK BY GENTRY and adjacent properties for some time even after Grantee occupies the Property. The roadways in and around the Property may be used by construction and heavy vehicles for ingress and egress to and from the construction sites and adjacent properties and may be affected by drainage facilities and improvements located on adjacent properties not owned by the Grantor. There may be temporary periods of time when certain roadways are designated as No Parking. Some areas may be used as staging areas for construction within portions of NORTHPARK BY GENTRY. The ongoing construction of NORTHPARK BY GENTRY and adjacent properties 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 hazardous conditions may exist temporarily due to the construction.

**(b) Dust.** Dirt movement is an expected part of construction for NORTH PARK BY GENTRY and of adjacent properties not owned by Grantor, including, without limitation, grading work for a nearby drainage facility. Grantee should expect to have dust in and around the Property until construction in Ewa by Gentry and adjacent properties is complete. In some cases, there will be substantial construction in progress after the Grantee occupies the Property. Grantor will use appropriate dust control measures, but there will still be dust. Grantor will not be responsible for dust in or on the outside of the Property.

**(c) Surrounding Uses and Areas.** NORTH PARK BY GENTRY is bordered on its Wai`anae and mauka sides by undeveloped land that will be developed and used for residential purposes. Near the Ewa side of NORTH PARK BY GENTRY is undeveloped land that is planned for a future drainage facility and Navy land that is further described in subsection 4.(i) below. The makai Ewa side of NORTH PARK BY GENTRY borders the Ewa by Gentry Community Center, as well as a drainage facility, which is comprised of a large open space that will accept water runoff from NORTH PARK BY GENTRY in the event of exceptional flooding. The existence of various undeveloped lands in the vicinity of NORTH PARK BY GENTRY may lead to increased pests, such as cockroaches, centipedes and rodents. Construction of these undeveloped areas by the Grantor and other owners and developers will create dust, noise, increased traffic and certain hazardous conditions. Dust is an inevitable result of the ongoing construction. There are also three golf courses in the vicinity of NORTH PARK BY GENTRY, which may lead to increases in traffic, noise, use of pesticides in the area and other nuisances associated with golf courses and their use.

**(d) Traffic.** Fort Weaver Road is a major thoroughfare for residents traveling to or from the H-1 Freeway. Commuters will experience delays on Fort Weaver Road and on roads feeding into it, particularly during peak morning and evening hours. Keaunui Drive is a feeder road and is currently being improved. These improvements may cause delays and contribute to the increased traffic in and around NORTH PARK BY GENTRY.

**(e) Aircraft.** NORTH PARK BY GENTRY is located in the vicinity of the Daniel K. Inouye International Airport (formerly known as Honolulu International Airport) and Kalaehoa 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 there will be noise and vibration from aircraft passing over or in the vicinity of NORTH PARK BY GENTRY.

**(f) Honouliuli Wastewater Treatment Plant.** NORTH PARK BY GENTRY is located near the Honouliuli Wastewater Treatment Plant, which generates odors and which may be expanded in the future to accommodate increased usage.

**(g) Irrigation Water.** Water used to irrigate the common area landscaping in the Ewa by Gentry community including NORTH PARK BY GENTRY, will come from a nonpotable well service or reclaimed water from the Honouliuli Wastewater Treatment Plant. Any reclaimed water is required to be treated according to Department of Health guidelines.

**(h) 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. Grantee agrees to assume responsibility for taking appropriate steps to reduce or eliminate the occurrence of moisture in and around the Property. Grantee hereby releases and discharges, and agrees to indemnify and defend, Grantor and Grantor's employees, agents, officers, directors, principals and contractors (collectively, including Grantor, the "Released Entities"), from and against any and all claims, demands, damages, causes of action, liabilities, losses, and expenses, that 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.

**(i) Navy Land.** NORTH PARK BY GENTRY is located in the vicinity of the West Loch Branch of the Lualualei Naval Magazine ("West Loch"), which, in the event of military action, may be a military sensitive area. The U.S. Navy has denoted an area east of NORTH PARK BY GENTRY as an "Explosive Safety Hazard Zone" in connection with munitions that may be loaded onto ships at West Loch. The Navy has represented that the boundary of the "Explosive Safety Hazard Zone" represents the probable limits of any impact from an explosion at West Loch on the adjacent community. The Navy restricts development in the "Explosive Safety Hazard Zone", which extends to West Loch. The Navy has leased portions of the "Explosive Safety Hazard Zone" for agricultural use, which will create dust and noise. Because this area is undeveloped, there will also be pests, such as cockroaches and rodents. Geiger Road and Iroquois Point Road may also be used by the Navy to transport aircraft and munitions.

**(j) Agriculture.** NORTH PARK 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. Land near NORTH PARK BY GENTRY may continue to be used for the cultivation and harvesting of agricultural products. Specifically, the Navy has leased a portion of the land described in subsection 4 (i) [Navy Land] above for agricultural use, which will create dust and noise. This area will also be subject to periodic spraying or other treatment of the area with pesticides, insecticides, herbicides, fungicides and fertilizers. Crops may be burned when seasonally appropriate. The Grantee acknowledges that the Hawaii Right-to-Farm Act (H.R.S. Ch. 165) and Hawaii law limit the types of farm activities that may be deemed a nuisance.

**(k) Flood Hazard Zone.** The Federal Emergency Management Agency ("FEMA") has determined that NORTH PARK BY GENTRY is located in an area labeled Zone D on Flood Insurance Map No. 15003C0328G. Areas labeled Zone D are areas in which flood hazards are undetermined, but possible. Grantee should consult Grantee's lender as to any requirements regarding flood insurance that may or may not result from the rating shown on the above referenced flood insurance rate map.

**(l) City and County of Honolulu Affordable Housing Requirements.** Many homes in the Ewa by Gentry community have been developed to meet the City's affordable housing requirements. Homes that meet the City's definition of "affordable" are or will be located in various communities throughout Ewa by Gentry. Some of the homes in the Coronado and Palm Villas condominium communities are subject to shared appreciation and buy/back provisions and rental restrictions associated with the City's affordable housing

requirements, and there may be other communities that will be developed in the future in Ewa by Gentry that will have similar restrictions.

**(m) Real Property Values.** Grantee represents that Grantee has conducted Grantee's own independent investigation of the housing market in Hawaii, the community and the Property and has made Grantee's own determination of the value of the Property based on Grantee's knowledge and investigation of the market, the community and the Property. 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.

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).

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

Grantee represents that Grantee has not relied on any acts or statements made by 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. 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. Grantee hereby waives and releases any claim against 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 Unit 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 Unit Deed in the Bureau of Conveyances.

**(n) Street Parking.** Keaunui Drive, which is adjacent to NORTH PARK BY GENTRY, will be constructed and, initially, owned by the Developer. The Developer intends to construct Keaunui Drive to the specifications of the City and County of Honolulu (the "City") and convey Keaunui Drive to the City upon its completion. All City rules and regulations, including, but not limited to, Chapter 15 (Traffic Code) of the Revised

Ordinances of Honolulu, shall apply to the operation of motor vehicles on Keaunui Drive, just as though Keaunui Drive was already a part of the public streets of the City.

**(o) Future Drainage Facility.** Adjacent to certain Units in NorthPark by Gentry III is land that is, as of the Effective Date, vacant and not owned by Grantor. It is Grantor's understanding that the owner of that land, currently D.R. Horton, intends to develop a drainage facility on that land at some time in the future. Construction in this area will create dust, noise and certain hazardous conditions. Dust is an inevitable result of the ongoing construction.

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

**(q)** Grantee acknowledges and understands that the Activities, Events and Conditions affecting NORTH PARK BY GENTRY (including everything described in this Section 4 [Activities, Events and Conditions affecting NORTH PARK 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. Grantee represents and warrants to Grantor that Grantee, in Grantee's sole discretion, has determined that the benefits of owning, occupying and enjoying the Property outweigh such detriments and risks. 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 NORTH PARK BY GENTRY. Grantee hereby irrevocably agrees to suffer and permit all actions and consequences incident to the Activities, Events and Conditions affecting NORTH PARK BY GENTRY described above.

**(r)** Grantee, for Grantee, Grantee's heirs, personal representatives and assigns, further agrees to indemnify, defend and hold harmless 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, Coral Creek Golf, Inc. 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 Grantee, or 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 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 units in NORTH PARK BY GENTRY, to at all times observe, perform and comply with all of the terms and provisions of the Declaration of Condominium Property Regime of NorthPark by Gentry III, recorded in the Bureau of Conveyances as Document No. A-79230875, as may be amended from time to time (the "Declaration"), and the Bylaws of the Association of Unit Owners of NorthPark By Gentry III recorded in the Bureau of Conveyances as Document No. A-79230876, 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 Bylaws. Grantee does hereby accept and approve the Declaration, the Bylaws and such rules and regulations.

6. **Ewa by Gentry Community Documents.** The Grantee also covenants and agrees, for the benefit of all other members of the Ewa by Gentry Community Association, to at all times observe, perform and comply with all of the terms and provisions of the Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1568352 (the "CCRs"), as the same has been and may be further amended and the Articles and Bylaws of the Ewa by Gentry Community Association and all rules and regulations which may from time to time be duly promulgated pursuant to the CCRs or Bylaws, as any of the same may be amended, and does hereby accept and approve the CCRs and the Articles, Bylaws, and rules and regulations.

7. **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, 2040, 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 and through and on the common elements of NorthPark by Gentry III, provided that such easements and/or rights of way shall not be located on or within any existing structure of NorthPark by Gentry III and shall not be exercised as to unreasonably disturb, impair or interfere with the normal use and enjoyment of NorthPark by Gentry III by Grantee.

The Grantee, for Grantee and 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.

8. **Remedies.** The violation or breach of any of the covenants, conditions, agreements or restrictions contained in this Unit 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 Unit 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.



**9. Covenants Running with the Land; Duration.** Except as otherwise specifically provided in this Unit Deed, all of Grantee's covenants, agreements, conditions and restrictions contained in this Unit 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 Unit 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.

**10. Department of Veterans Affairs Financing.** To the extent that any provision in the Declaration, the Bylaws or this Unit 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 Unit Deed, such provision shall not apply to any unit in NorthPark 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 Unit 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.

*(Remainder of page intentionally left blank)*



---

«FULLNAME1»

---

«FULLNAME2»

"Grantee"

(NORTHPARK BY GENTRY III --Unit No. «Unit No.»-- Unit Deed)





## EXHIBIT "A"

### FIRST:

**UNIT NO. «Unit No.»** (the "Unit") of the "**NORTHPARK BY GENTRY III**" condominium project ("NORTHPARK BY GENTRY III") described in and established by that certain Declaration of Condominium Property Regime of NorthPark by Gentry III, dated September 9, 2021, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau of Conveyances") as Document No. A-79230875, and as may be amended from time to time (hereinafter, including any future amendments, referred to as the "Declaration"), and the Bylaws of the Association of Unit Owners of NorthPark by Gentry III, dated September 9, 2021, and recorded in the Bureau of Conveyances as Document No. A-79230876, and as may be amended from time to time (hereinafter, including any future amendments, referred to as the "Bylaws"), and as more fully shown on **Condominium Map No. 6279** 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 Unit established by and described in the Declaration, including the following:

- (a) The exclusive right to use the limited common elements of NorthPark by Gentry III that are described in the Declaration as being appurtenant to the Unit.
- (b) The exclusive easement for use of the mailbox bearing the same designation as the Unit located in the mail center as described in Section 17D of 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 unit 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 Unit.
- (e) Non-exclusive easements for use of the common areas of the Ewa by Gentry Community Area, as such areas shall be designated from time to time pursuant to Article III of the Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions, dated July 21, 1988, and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 1568352, as the same has been and may be amended from time to time (the "CCRs"); subject, however, to the specific uses, restrictions, conditions and limitations set forth in Sections 3.03 and 4.03 of the CCRs.

**SUBJECT TO** easements for encroachments appurtenant to the common elements of NorthPark by Gentry III and all other units, as they now exist or may arise in the future; easements through the Unit for support, maintenance and repair of the common elements and other units in NorthPark by Gentry III; and easements for access to the Unit as may be necessary for operation of NorthPark 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 2.5 PERCENT INTEREST** in all common elements of NorthPark by Gentry III, including the land upon which NorthPark by Gentry III is located, as established for the Unit by the Declaration, as tenant in common with the other owners thereof, subject to all easements appurtenant to any other unit of NorthPark by Gentry III.

ALL TOGETHER WITH AND SUBJECT TO, as to FIRST and SECOND, all easements appurtenant to any unit of NorthPark by Gentry III; all easements required for drainage, sewers and any utilities serving NorthPark by Gentry III and all easements necessary for the maintenance and upkeep of NorthPark by Gentry III; and all terms and provisions of the Declaration and the Bylaws, the 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.

TOGETHER WITH AND SUBJECT ALSO, as to FIRST and SECOND, to the terms and provisions of the CCRs.

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

Being portions of the premises conveyed to the Grantor by that certain Partial Cancellation of Master Lease and Deed, recorded in the Bureau of Conveyances on August 23, 2021, as Document Nos. A-79050625 thru A-79050626.

The land upon which the project is located comprises portions of former Land Court lots deregistered from the Land Court System by instruments recorded October 11, 2019 as Regular System Document No. A-72230928, and recorded November 29, 2019 as Regular System Document No. A-72720473.

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

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. Restrictions, covenants and conditions as contained in that certain Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions recorded July 29, 1988, as Land Court Document No. 1568352, as amended by instrument recorded July 29, 1989, as Land Court Document No. 1652869, as further amended by instrument recorded February 10, 1992, as Land Court Document No. 1888053, and as may be further amended from time to time. The Property was made subject to the above Declaration of Covenants, Conditions and Restrictions by that certain Declaration of Addition of Real Property recorded July 21, 2000, as Land Court Document No. 2639394.
3. Unilateral Agreement and Declaration for Conditional Zoning recorded March 11, 1991, as Regular System Document No. 91-031327.
4. Declaration of Land Use Conditions recorded December 31, 1991, as Regular System Document No. 91-184029.

5. Unilateral Agreement and Declaration for Conditional Zoning recorded July 12, 1994, as Land Court Document No. 2163448, as amended by instrument recorded May 26, 2006, as Land Court Document No. 3433309.
6. Declaration and Confirmation of Restrictions, Reservations, Conditions and Covenants recorded May 17, 2001, as Land Court Document No. 2706030.
7. Declaration of Covenants, Conditions and Restrictions on Use and Reservations (Fairway Properties) recorded September 30, 2003, as Land Court Document No. 3002894.
8. Limited Warranty Deed and Use Restrictions (Fairway Properties), recorded September 30, 2003, as Land Court Document No. 3002895.
9. Declaration of Confirmation of Certain Exceptions, Reservations and Encumbrances Affecting Property (Fairway Properties), recorded September 30, 2003, as Regular System Document No. 2003-212181 thru 2003-212182.
10. Agreement for Issuance of Conditional Use Permit under Section 21-5.380 of the Land Use Ordinance (LUO), recorded March 3, 2020, as Regular System Document No. A-73670918.
11. Declaration of Intent to Develop and Merge; Special Power of Attorney; and Declaration and Reservation of Rights and Easements, recorded March 5, 2020, as Regular System Document No. A-73690656A thru 73690656B.
12. As to Lot 12, as described in Exhibit "A" to the Declaration:  
  
Easement 12, for access and utility purposes, as described in Affidavit of Wayne M. Teruya Licensed Professional Land Surveyor 6297 recorded October 8, 2020, as Regular System Document No. A-75860469.
13. As to Lot 13, as described in Exhibit "A" to the Declaration:  
  
Easement 13, for access and utility purposes, as described in Affidavit of Wayne M. Teruya Licensed Professional Land Surveyor 6297 recorded October 8, 2020, as Regular System Document No. A-75860469.
14. As to Lot 14, as described in Exhibit "A" to the Declaration:  
  
Easement 14, for access and utility purposes, as described in Affidavit of Wayne M. Teruya Licensed Professional Land Surveyor 6297 recorded October 8, 2020, as Regular System Document No. A-75860469.
15. As to Lot 15, as described in Exhibit "A" to the Declaration:  
  
Easement 15, for access and utility purposes, as described in Affidavit of Wayne M. Teruya Licensed Professional Land Surveyor 6297 recorded October 8, 2020, as Regular System Document No. A-75860469



16. Condominium Map No. 6279, and as may be amended from time to time.
17. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the Declaration of Condominium Property Regime of NorthPark by Gentry III, dated September 9, 2021, recorded as Regular System Document No. A-79230875, and as may be amended from time to time.
18. The terms and provisions contained in the Bylaws of the Association of Unit Owners of NorthPark by Gentry III, dated September 9, 2021, recorded as Regular System Document No. A-79230876, and as may be amended from time to time.
19. The Unit Deed to which this Exhibit "A" is attached.

END OF EXHIBIT "A"