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TMK No. (1) 9-1-069:023 (portion) Condominium Map No. 5716, Unit «UnitLot»

**SEABRIDGE BY GENTRY III  
APARTMENT DEED**

Date: \_\_\_\_\_

Grantor: GENTRY HOMES, LTD., a Hawaii corporation

Grantee: «Buyer»

Grantee's Address: 91-1159 Kamakana Street, Apt. «UnitLot», 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 apartment in the "SEABRIDGE BY GENTRY III" condominium project ("SEABRIDGE 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.

The Grantor, for itself and its successors, covenants with the Grantee that it is lawfully seized in fee simple of the Property hereby conveyed and has good right to sell and convey the same in the manner set forth in this Apartment Deed; that the Property is free and clear of all encumbrances, except as set forth in this Apartment Deed and real property taxes for the current year which are to be prorated as of the date of closing; and that it will and its successors shall WARRANT AND DEFEND the same unto the Grantee forever against the lawful claims and demands of all persons, except as otherwise set forth in this Apartment Deed.

In consideration of the foregoing, the Grantee, for himself and his 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 from 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 the Property as 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 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 from 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 paragraph 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 SEABridge By Gentry III pursuant to certain affordable

housing requirements imposed upon the Grantor by the City. The City is not a party to this conveyance nor a participant in the development and sale of the Property. 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 SEABridge 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 SEABridge By Gentry III, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-65560564. The Joint Development Area is referred to in this Apartment Deed as "SEABRIDGE BY GENTRY". Grantor intends to administratively merge SEABridge By Gentry III with SEABridge By Gentry I, SEABridge By Gentry II, and future increments of SEABridge 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 and mailbox facilities).

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

**(a) Ongoing Construction and Sales Activity.** The Grantee acknowledges and agrees that construction and sales activity by the Grantor will continue both in SEABRIDGE BY GENTRY and in neighboring areas even after the Grantee occupies the Property. The roadways in and around the Property will be used by construction vehicles for ingress and egress to and from the construction sites. This will result in noise, dust 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. Also, development of the areas around SEABRIDGE BY GENTRY will cause dust in and around the Property for several years as development in Ewa by Gentry continues. The Grantee understands that the Grantor will make efforts to minimize dust but that it is an inevitable result of the ongoing construction.

**(b) Surrounding Areas.** SEABRIDGE BY GENTRY is bordered on its mauka, Diamond Head and makai sides by undeveloped land that may be developed for residential purposes. The Ewa side borders Barber's Point Golf Course. A portion of the mauka side of SEABRIDGE BY GENTRY borders additional undeveloped land that may be developed in the

future as a light industrial and commercial complex. The existence of various undeveloped lands surrounding SEABRIDGE BY GENTRY may lead to increased pests, such as cockroaches and rodents. Construction of these undeveloped areas by Grantor and other owners and developers will create dust, noise, increased traffic and certain hazardous conditions. Grantor will make efforts to minimize dust caused by its construction activities but dust is an inevitable result of the ongoing construction.

(c) **Traffic.** Fort Weaver Road is a major thoroughfare for Ewa and Ewa Beach 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. Geiger Road is a feeder road and is currently being improved. These improvements may cause delays and contribute to the increased traffic in and around SEABRIDGE BY GENTRY.

(d) **Industrial/Industrial Commercial Mixed Use Development.** A development consisting of light industrial and commercial uses will be built in the future along Geiger Road across from the Honouliuli Wastewater Treatment Plant. The construction and use of this development may result in increased traffic, noise, dust and other impacts in and around SEABRIDGE BY GENTRY.

(e) **Aircrafts.** SEABRIDGE BY GENTRY is located in the vicinity of the Honolulu International Airport and Kalaeloa Airport (the former 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 from aircraft passing over or in the vicinity of SEABRIDGE BY GENTRY. The 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan shows SEABRIDGE BY GENTRY located in an area subject to noise levels exceeding 55 Dnl. Grantor has recorded two Grants of Avigation and Noise Easement in favor of the State of Hawaii on the Property. These Grants of Avigation and Noise Easement are in a form prescribed by the State Department of Transportation. These Grants grant to the State of Hawaii a perpetual easement and right of way, appurtenant to the Honolulu International Airport and the Kalaeloa Airport, for the passage of all aircraft ("aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for use in the navigation of or flight in the air). These Grants further grant to the State of Hawaii a perpetual easement to discharge, emit or otherwise transmit noise at levels exceeding 55 Dnl, but not 60 Dnl, and over certain portions of SEABRIDGE BY GENTRY noise at levels exceeding 60 Ldn but not 65 Ldn. One of the Grants of Avigation and Noise Easement provides that any future amendment to the Noise Exposure Map referenced in the Grant will automatically be incorporated into the Grant and that the State of Hawaii will have an easement to discharge or emit or otherwise transmit noise levels as shown on this future map.

(f) **Honouliuli Wastewater Treatment Plant.** SEABRIDGE 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 SEABRIDGE BY GENTRY, will come from either 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.** SEABRIDGE 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 SEABRIDGE 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.** SEABRIDGE 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 SEABRIDGE 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 Paragraph 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) Barber's Point Golf Course; Errant Golf Balls.** SEABRIDGE BY GENTRY directly borders the Barber's Point Golf Course (the "Golf Course"). There will be errant golf balls that enter SEABRIDGE BY GENTRY. The errant golf balls will be a safety hazard both to the residents and to the residents'/owners' property. This hazard will exist for all homes in SEABRIDGE BY GENTRY, even for those homes that do not directly abut the Golf Course. At this time there is no safety net on the portion of the Golf Course that fronts

SEABRIDGE BY GENTRY. 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, 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 SEABRIDGE BY GENTRY at their sole discretion and without additional notice to Grantee.

In addition to errant golf balls, there will also be hazards, uses and activities associated with the Golf Course that may cause injuries to persons and/or damage to property within SEABRIDGE BY GENTRY. These hazards, uses and activities include such things as errant or stray golf balls, reservoirs and water hazards, periodic spraying or other treatment with pesticides, insecticides, herbicides, fungicides and fertilizers, surface water runoff, noise, dust and unpleasant odors. 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 SEABRIDGE BY GENTRY.

Property owners in SEABRIDGE BY GENTRY will not have an ownership interest in the Golf Course, a right to use any portion of the Golf Course or a right to enter the Golf Course by virtue of their ownership of an Apartment at SEABRIDGE BY GENTRY or by virtue of their membership in the Ewa by Gentry Community Association.

**(l) Flood Hazard Zone.** The Federal Emergency Management Agency ("FEMA") has determined that SEABRIDGE 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.

**(m) City and County of Honolulu Affordable Housing Requirements.** Many homes in the Ewa by Gentry community have been developed to meet the City and County of Honolulu's (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.

**(n) 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 SEABRIDGE BY GENTRY and neighboring communities may obtain. Grantee understands that lenders for other buyers in SEABRIDGE 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 date of this Apartment Deed or as of the recordation date of this Apartment Deed in the Bureau of Conveyances of the State of Hawaii or relating to any decrease or fluctuation in the appraised value of the Property from and after the recording of this Apartment Deed in said Bureau of Conveyances of the State of Hawaii.

**(o) Acknowledgement and Acceptance of Disclosures.** BY EXECUTION OF THIS APARTMENT DEED, GRANTEE HEREBY WAIVES ANY RIGHTS, CLAIMS OR ACTIONS WHICH GRANTEE MAY HAVE NOW OR WHICH 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 SUCH ONGOING ACTIVITIES, EVENTS AND CONDITIONS.

**(p)** Grantee acknowledges and understands that the Activities, Events and Conditions affecting SEABRIDGE BY GENTRY (including everything described in this Section 4 [Activities, Events and Conditions affecting SEABRIDGE 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 SEABRIDGE BY GENTRY. Grantee hereby irrevocably agrees to suffer and permit all actions and consequences

incident to the Activities, Events and Conditions affecting SEABRIDGE BY GENTRY described above.

(q) Grantee, for himself, his 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 its 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 SEABRIDGE 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 SEABridge By Gentry III, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-65560564, and as may be amended from time to time (the "Declaration"), and the By-Laws of the Association of Apartment Owners of SEABridge By Gentry III recorded in said Bureau of Conveyances as Document No. A-65560565, and as may be amended from time to time (the "By-Laws"), and all resolutions, rules and regulations which may from time to time be duly promulgated pursuant to the Declaration or By-Laws, and does hereby accept and approve said Declaration, By-Laws and 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 By-Laws 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 By-Laws, as any of the same may be amended, and does hereby accept and approve the CCRs and said Articles, By-Laws, 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, 2037, to designate, delete, relocate, realign, reserve and grant easements and rights of way over, under and



on the common elements of SEABridge By Gentry III, provided that such easements and/or rights of way shall not be located on or within any existing structure of SEABridge By Gentry III and shall not be exercised as to unreasonably interfere with the normal use and enjoyment of SEABridge By Gentry III by the apartment owners.

The Grantee, for himself and his heirs and assigns, hereby further covenants and agrees to the grant by the Grantor, its successors or assigns, to the State of Hawaii, City and County of Honolulu, Board of Water Supply of the City and County of Honolulu or other appropriate governmental agency, or public utility or other corporation, partnership, individual or entity 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 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 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 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 Grantor incurred in enforcing its rights hereunder.

**9. Covenants Running with the Land; Duration.** All of the Grantee's covenants, agreements, conditions and restrictions contained in paragraphs 2 through 8 above 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 paragraphs 2 through 8, but only with respect to the specific rights waived by the recordation of a written notice of such waiver in said Bureau of Conveyances.

**10. Department of Veterans Affairs Financing.** To the extent that any provision in the Declaration, the By-Laws or this Apartment Deed is inconsistent with the requirement(s) 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, paragraph 1 of this Apartment Deed, such provision shall not apply to any apartment in SEABridge 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, personal covenants and 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 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.

*(Remainder of page intentionally left blank.)*



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«FULLNAME1»

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«FULLNAME2»

"Grantee"

(SEABRIDGE BY GENTRY III-- Apt. No. «UnitLot»-- Apartment Deed)

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

On \_\_\_\_\_, before me personally appeared «FULLNAME1» to me personally known, who being by me duly sworn or affirmed, did say 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.

\_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Notary Public, State of Hawaii  
 My Commission Expires: \_\_\_\_\_

<u>NOTARY CERTIFICATION STATEMENT</u>	
Document Identification or Description: SEABridge By Gentry III Apartment Deed (Apt. «UnitLot»)	
Document Date: _____	
No. of Pages: _____	
Jurisdiction: First Circuit	
Signature of Notary	Date of Notarization and Certification Statement
Printed Name of Notary	
(Stamp or Seal)	

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

On \_\_\_\_\_, before me personally appeared «FULLNAME2» to me personally known, who being by me duly sworn or affirmed, did say 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.

\_\_\_\_\_  
Printed Notary Name: \_\_\_\_\_  
Notary Public, State of Hawaii  
My Commission Expires: \_\_\_\_\_

**NOTARY CERTIFICATION STATEMENT**

Document Identification or Description: SEAbriage By Gentry III Apartment Deed (Apt. «UnitLot»)

Document Date: \_\_\_\_\_

No. of Pages: \_\_\_\_\_

Jurisdiction: First Circuit

\_\_\_\_\_  
Signature of Notary      Date of Notarization and  
    Certification Statement

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

(Stamp or Seal)

## EXHIBIT "A"

### FIRST:

**APARTMENT NO. «UnitLot»** of the "**SEABRIDGE BY GENTRY III**" condominium project ("SEABRIDGE BY GENTRY III") described in and established by that certain Declaration of Condominium Property Regime of SEABridge By Gentry III dated December 12, 2017, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau of Conveyances") as Document No. A-65560564, and as may be amended from time to time (hereinafter, including any future amendments, referred to as the "Declaration"), and the By-Laws of the Association of Apartment Owners of SEABridge By Gentry III dated December 12, 2017, and recorded in the Bureau of Conveyances as Document No. A-65560565, and as may be amended from time to time (hereinafter, including any future amendments, referred to as the "By-Laws") and as more fully shown on **Condominium Map No. 5716** filed in said 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 said apartment established by and described in the Declaration, including the following:

- (a) The exclusive right to use the limited common elements of SEABridge By Gentry III which are described in the Declaration as being appurtenant to the apartment.
- (b) The exclusive easement for use of the mailbox bearing the same designation as the apartment located in the mail center as described in Section 17E of the Declaration (the "Mail Centers").
- (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.
- (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 SEABridge 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 SEABridge By Gentry III; and easements for access to the apartment as may be necessary for operation of SEABridge 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 SEABridge By Gentry III, including the land upon which SEABridge By Gentry III is located, as established for said apartment by the Declaration, as tenant in common with the other owners thereof, subject to all easements appurtenant to any apartment of SEABridge By Gentry III.

ALL TOGETHER WITH AND SUBJECT TO, as to FIRST and SECOND, all easements appurtenant to any apartment of SEABridge By Gentry III; all easements required for drainage, sewers and any utilities serving SEABridge By Gentry III and all easements necessary for the maintenance and upkeep of SEABridge By Gentry III; and all terms and provisions of the Declaration and the By-Laws, any rules, regulations and resolutions promulgated pursuant to the Declaration and By-Laws, 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 SEABridge 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 Apartment 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 December 7, 2017 as Document No. A-65500781A and A-65500781B.

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. 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 31, 2000, as Land Court Document No. 2639394.
3. The terms and provisions contained in the Declaration of Land Use Conditions recorded July 17, 1991, as Land Court Document No. 1836142.
4. The terms and provisions contained in the Declaration of Covenant Regarding Non-Potable Water Wells recorded June 9, 1993, as Land Court Document No. 2032652.
5. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded July 12, 1994, as Land Court Document No. 2163448.



6. Grant of Easement for avigation, noise and incidental purposes, in favor of the State of Hawaii, Department of Transportation, Airports Division, recorded April 3, 1996, as Land Court Document No. 2299688.
7. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded June 29, 1998, as Land Court Document No. 2467238, as amended by instrument recorded May 26, 2006, as Land Court Document No. 3433310.
8. The terms and provisions contained in the Declaration and Confirmation of Restrictions, Reservations, Conditions and Covenants, recorded August 13, 2001, as Land Court Document No. 2728949, and assigned by Assignment of Rights recorded August 12, 2013, as Land Court Document No. T-8624003 in favor of James Campbell Company LLC, a Delaware limited liability company.
9. The terms and provisions contained in the Declaration of Covenants, Conditions, and Restrictions on Use and Reservations (Laulani Parcel), recorded September 30, 2003, as Land Court Document No. 3002899.
10. Limited Warranty Deed and Use Restrictions (Laulani Parcel), recorded September 30, 2003, as Land Court Document No. 3002900.
11. The terms and provisions contained in the Declaration of Land Use Conditions recorded February 11, 20014, as Land Court Document No. 3068154.
12. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded March 17, 2004, as Land Court Document No. 3084363, as amended by instrument recorded May 26, 2006 and recorded as Document No. 3433311.
13. Grant of Easement for avigation, noise and incidental purposes, in favor of the State of Hawaii, Department of Transportation, Airports Division, recorded October 28, 2010, as Land Court Document No. 4014373.
14. The terms and provisions contained in the Short Form Memorandum of Amended and Restated Infrastructure Plan recorded October 27, 2011, as Land Court Document No. 4106783.
15. The terms and provisions contained in the Short Form Memorandum of Amended and Restated Infrastructure Plan recorded April 3, 2012, as Land Court Document No. T-8128110.
16. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded April 30, 2013, as Land Court Document No. T-8520039.
17. 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 November 9, 2016, as Regular System Document No. A-61570625A thru A-61570625B.

18. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the Declaration of Condominium Property Regime of SEAbridge By Gentry III recorded December 13, 2017, as Regular System Document No. A-65560564, and Condominium Map No. 5716, and as both may be amended from time to time.
19. The terms and provisions contained in the By-Laws of the Association of Apartment Owners of SEAbridge By Gentry III recorded December 13, 2017, as Regular System Document No. A-65560565, and as may be amended from time to time.
20. As to Item I (being Lot 12, as described in Exhibit "A" to the Declaration):  
  
Easement 12, for access and utility purposes of Ewa by Gentry Area 52, Increment 2 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
21. As to Item II (being Lot 13, as described in Exhibit "A" to the Declaration):  
  
Easement 13, for access and utility purposes of Ewa by Gentry Area 52, Increment 2 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
22. As to Item III (being Lot 14, as described in Exhibit "A" to the Declaration):
  - a. Easement 14, for access and utility purposes of Ewa by Gentry Area 52, Increment 1 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
  - b. Easement 18, for irrigation purposes of Ewa by Gentry Kamakana Street Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
  - c. Restriction of vehicular access rights along Kamakana Street, as shown in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
23. As to Item IV (being Lot 15, as described in Exhibit "A" to the Declaration):  
  
Easement 15, for access and utility purposes of Ewa by Gentry Area 52, Increment 2 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
24. As to Item V (being Lot 16, as described in Exhibit "A" to the Declaration):  
  
Easement 16, for access and utility purposes of Ewa by Gentry Area 52, Increment 2 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.
25. As to Item VI (being Lot 17, as described in Exhibit "A" to the Declaration):

Easement 17, for access and utility purposes of Ewa by Gentry Area 52, Increment 2 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.

26. As to Item VII (being Lot 18, as described in Exhibit "A" to the Declaration):

Easement 18, for access and utility purposes of Ewa by Gentry Area 52, Increment 2 Subdivision, as described in Surveyor's Affidavit recorded October 23, 2017, as Regular System Document No. A-65050752.

END OF EXHIBIT "A"