

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL () PICK UP ()

Tax Map Key No. (1) 2-1-054-001
CPR No. _____; Unit No. _____

Total Pages: _____

**LIMITED WARRANTY UNIT DEED, ENCUMBRANCES AND
RESERVATION OF RIGHTS WITH POWER OF ATTORNEY
KAHUINA**

THIS INDENTURE, made this _____ day of _____, 20____, by and between **KAKAAKO BLOCK C LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is 1100 Alakea Street, 27th Floor, Honolulu, Hawaii 96813 ("Grantor"), and _____, whose address is _____ ("Grantee").

WITNESSETH:

That Grantor, in consideration of the sum of TEN AND NO/100 UNITED STATES DOLLARS (U.S. \$10.00), and other good and valuable consideration to Grantor paid by Grantee, receipt whereof is hereby acknowledged, and of the promises and covenants hereinafter set forth and on the part of Grantee to be faithfully observed and performed, does hereby grant, bargain, sell and convey unto Grantee, as _____, the following described real property (the "Property"), and the reversions, remainders, rents, issues and profits thereof, and all of the estate, title and interest of Grantor, both at law and in equity, thereon and thereto;

The Property hereby conveyed comprises a portion of the KAHUINA condominium project (the "Project"), as established by that certain Declaration of Condominium Property Regime of Kahuina, dated _____, 20____, recorded at the Bureau of Conveyances of the State of Hawaii ("Bureau") as Document No. A-_____, as the same may be amended from time to time (the "Declaration"). The Project consists of those certain lands situate at Kaakaukui, Kakaako, City and County of Honolulu, State of Hawaii, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, together with the improvements located thereon, as more particularly described in and subject to the Declaration. The portion of the Project consisting of the Property hereby conveyed is more particularly described in said Exhibit "A".

TO HAVE AND TO HOLD the same unto Grantee, according to the tenancy and estate hereinabove set forth, in fee simple, absolutely and forever, subject as aforesaid, and subject also to the Declaration, the Bylaws of the Association of Unit Owners of Kahuina, dated _____, 20____, recorded at said Bureau as Document No. A-_____, as the same may be amended from time to time (the "Bylaws"), and the covenants, conditions and restrictions in the Declaration and in the Bylaws contained, all of which are incorporated herein by reference and made a part hereof.

The Property shall at all times be used only for the purposes described in the Declaration.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Property and the rights granted, bargained, sold and conveyed as herein mentioned; and Grantor has good right to grant, bargain, sell and convey the same in the manner set forth herein; and that the same are free and clear of and from all encumbrances created or suffered by Grantor, except for the encumbrances set forth in said Exhibit "A", and except for the lien of real property taxes not yet by law required to be paid; and Grantor shall WARRANT AND DEFEND the same unto Grantee, forever, against the lawful claims and demands of all persons claiming through Grantor, except as herein set forth.

Grantee hereby covenants and agrees, for the benefit of the owners from time to time of all other condominium units in the Project, to at all times observe, perform, comply with and abide by all of the terms, covenants, conditions, agreements, obligations and restrictions set forth in the Declaration, the Bylaws, and the Rules and Regulations of the Association of Unit Owners of Kahuina, as now or hereafter amended ("House Rules"), on Grantee's part to be observed and performed as and when required to do so, and will indemnify and hold and save harmless Grantor from any failure to observe and perform any of such terms, covenants, conditions, agreements, obligations and restrictions for so long as the Declaration, Bylaws and House Rules exist and are in effect.

Grantee further acknowledges and agrees that Grantee has examined (or waived such examination), and has approved the following Project documents (and any and all amendments to said documents): the Declaration, the Bylaws, the Project Condominium Map ("Condominium Map"), the House Rules, the Kahuina Escrow Agreement and the public report issued for the Project by the Real Estate Commission of the State of Hawaii. In addition, Grantee hereby agrees and acknowledges that each of the acknowledgments and agreements made by Grantee in the Kahuina Purchase Agreement, including all supplements, addenda and amendments thereto, covering the Property shall survive the recordation of this Deed.

Grantee hereby acknowledges and accepts those certain rights set forth in the Declaration and Bylaws as being reserved unto Grantor for the periods described therein and agrees and consents to Grantor's exercise of such reserved rights in connection with the Project. Grantee does hereby further consent to the recording of any and all documents necessary to effect Grantor's exercise of said reserved rights at said Bureau, including, without limitation, any amendment or amendments to the Declaration, Bylaws and Condominium Map, as appropriate; agrees to execute, deliver and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Grantor and its assigns as Grantee's attorney-in-fact with full power of substitution to execute, deliver and record such documents and instruments and to do such things on Grantee's behalf to effect such reserved rights, and to receive or send any legal notices, and to receive service of process (legal papers), which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties, and which means that the grant of such power will be binding upon any person or entity to which Grantee transfers the Property, and will be considered automatically granted anew by any such person or entity upon such transfer of any interest therein, whether by deed, mortgage or any other instrument of conveyance. Without limitation to the generality of the rights reserved unto Grantor as set forth in the Declaration and as permitted by law, Grantor will have the right to execute, deliver and record any amendment to the Condominium Documents, any easement instrument, any deed, any amendment to a Unit Deed, and/or assignment of rights or interest, or such other document or instrument that may be necessary or appropriate to permit Grantor to exercise its rights pursuant to the provisions of the Declaration.

Grantee hereby acknowledges and agrees that the Property is being conveyed to Grantee herein based on Grantee's status as a "qualified resident" as such term is defined in Chapter 201H of the Hawaii Revised Statutes ("Chapter 201H"), and that the development, sale and use of the Project is subject to Chapter 201H and related rules set forth in Hawaii Administrative Rules Chapter 15-308. Grantee further acknowledges and agrees that the Property

is being conveyed to Grantee as an "owner-occupant" as such term is defined in Chapter 514B of the Hawaii Revised Statutes, meaning that the Property must serve as Grantee's principal residence for a period of not less than three hundred sixty-five (365) consecutive days. The requirements discussed herein are more particularly described in the Qualified Resident Affidavit attached hereto as Exhibit "B" attached hereto and incorporated herein by reference.

The rights and obligations of Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, devisees, personal representatives, successors, successors-in-trust and assigns. All obligations undertaken by two (2) or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein. Without limiting the generality of the foregoing, each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee herein shall run with the land and constitute an equitable servitude and lien, and is made by Grantee for Grantee and on behalf of Grantee's estate, heirs, devisees, personal representatives, successors, successors-in-trust and assigns. Each and every person hereafter acquiring from Grantee or Grantee's estate, heirs, devisees, personal representatives, successors, successors-in-trust or assigns, an interest in the Property hereby conveyed, by such acquisition, makes said acknowledgments, acceptances, appointments, agreements and covenants for such person and for such person's estate, heirs, devisees, personal representatives, successors, successors-in-trust and assigns.

In the event that any provision of this instrument is illegal, void or unenforceable for any reason, the remaining terms of this instrument shall remain in full force and effect.

The conveyance herein set forth and the warranties of Grantor concerning the same are expressly declared to be in favor of Grantee, Grantee's heirs, devisees, personal representatives, successors, successors-in-trust and assigns.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine and neuter, the singular and plural number, individuals, trustees, corporations, partnerships and companies, and each of their respective heirs, devisees, personal representatives, successors, successors-in-trust and assigns, according to the context thereof. All other capitalized terms used herein shall have the meanings given to such terms in the Declaration, unless otherwise defined herein.

Grantor and Grantee agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories 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.

(The remainder of this page has been intentionally left blank.)

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

KAKAAKO BLOCK C LLC,
a Hawaii limited liability company

By _____
NAME
Its

"Grantor"

[Individual Grantee]

[Individual Grantee]

[Entity Grantee]

By _____
Name:
Title:

By _____
Name:
Title:

"Grantee"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

(signature)

(print name)

Notary Public of and for said State

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: LIMITED WARRANTY UNIT DEED,
ENCUMBRANCES, RESERVATION OF RIGHTS WITH POWER OF ATTORNEY
KAHUIA

Unit No. _____

☐ Document Date: _____ or ☐ Undated at time of notarization

No. of Pages: _____ Jurisdiction: _____ Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

My commission expires: _____

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

(signature)

(print name)

Notary Public of and for said State

My commission expires:_____

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

(signature)

(print name)

Notary Public of and for said State

My commission expires:_____

EXHIBIT "A"

-FIRST:-

Unit No. _____ (the "Unit") located in that certain condominium project known as "KAHUINA" (the "Project"), as shown on Condominium Map No. _____, recorded at the Bureau of Conveyances of the State of Hawaii (the "Bureau"), as the same may be amended from time to time (collectively, "Condominium Map"), and described in that certain Declaration of Condominium Property Regime of Kahuina dated _____, 20____, recorded at said Bureau as Document No. A-_____, as the same may be amended from time to time (the "Declaration").

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

(A) The exclusive right to use those certain limited common elements of the Project which are described in the Declaration as being appurtenant to the Unit, including the parking stall(s) and one (1) assigned mailbox, as set forth in the Declaration.

(B) Nonexclusive easements in the common elements, including the limited common elements, as applicable, for purposes of ingress to, egress from, utility services for, support of, and, as necessary, for the maintenance and repair of, the Unit and the limited common elements appurtenant thereto; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided in the Declaration, and in the other units in the building in which the Unit is located for support; subject to the provisions of Section 514B-38 of the Hawaii Revised Statutes, as amended.

-SECOND:-

An undivided _____% interest appurtenant to the Unit, in all common elements of the Project, as established for the Unit by the Declaration, or such other fractional or percentage interest as hereafter established for the Unit by any amendment of the Declaration, as tenant in common with all other owners and tenants thereof.

TOGETHER WITH AND SUBJECT TO, as to FIRST and SECOND above, the covenants, agreements, easements, obligations, conditions, exceptions, reservations and other matters and provisions of the Declaration, the Bylaws of the Association of Unit Owners of Kahuina, and the House Rules, each as may be amended from time to time, all of which are incorporated herein by this reference and which constitute and shall constitute covenants running with the land, equitable servitudes and liens to the extent set forth therein and provided by law, and which are hereby accepted by the Grantee as binding and to be binding on the Grantee, and Grantee's successors and assigns.

EXCEPTING AND RESERVING AND SUBJECT TO all easements as provided in the Declaration, including, but not limited to, (i) easements for encroachments appurtenant to other units or the common elements, now or hereafter existing thereon; (ii) easements for access to the Unit and/or limited common element appurtenant thereto from time to time during reasonable hours as may be appropriate for the operation or maintenance of the Project or for any other purpose reasonably related to the exercise of the rights and obligations under the Declaration, or, without notice, at any time for (a) making emergency repairs therein necessary to prevent damage to any unit or limited common element, (b) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity, (c) protecting the property rights of any Owner, or (d) preventing death or serious bodily injury to any Owner or other Occupant therein; (iii) easements necessary to complete improvements to the Project, for noise and dust, to conduct sales activities upon the Project, and to install and operate central telecommunication receiving and distribution systems and services, all as provided in the Declaration; and (iv) easements through the common elements for purposes set forth in the Master Charter.

THE LANDS UPON WHICH THE PROJECT IS LOCATED ARE DESCRIBED AS FOLLOWS:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu) situate, lying and being at Kaakaukui, Kakaako, City and County of Honolulu, State of Hawaii, being all of BLOCK 13 of the "KAKAAKO SUBDIVISION," as delineated on Bishop Estate Map 1045 A and B, and thus bounded and described:

Beginning at the west corner of this parcel of land, the southeast side of Coral Street and on the northeast side of Auahi Street and running thence by azimuths measured clockwise from true South:

1. 230° 30' 534.00 feet along the southeast side of Coral Street;
2. 320° 30' 279.00 feet along the southwest side of Pohukaina Street;

Thence along same on a curve to the right, with a radius of 20 feet, the chord azimuth and distance being:

3. 5° 30' 28.28 feet;
4. 50° 30' 494.00 feet along the northwest side of Cooke Street;

Thence along same on a curve to the right, with a radius of 20 feet, the chord azimuth and distance being:

5. 95° 30' 28.28 feet;
6. 140° 30' 279.00 feet along the northeast side of Auahi Street to the point of beginning, and containing an area of 159,493 square feet, more or less.

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS

GRANTOR : ELLIOT K. MILLS, CRYSTAL KAUILANI ROSE, JENNIFER NOELANI GOODYEAR-KA'ŌPUA, MICHELLE M. KAUHANE, and ROBERT K.W.H. NOBRIGA, Trustees under the Will and of the Estate of Bernice Pauahi Bishop, deceased, with full powers to sell, mortgage, lease or otherwise deal with the land, as Fee Owner

GRANTEE : KAKAAKO BLOCK C LLC, a Hawaii limited liability company

DATE :
RECORDED : Document No. A-

SUBJECT, HOWEVER, to the following:

1. Real Property Taxes, if any, that may be due and owing.
2. Any and all improvement assessments that may be due and owing.
3. Mineral and water rights of any nature.
4. GRANT

TO : HAWAII COMMUNITY DEVELOPMENT AUTHORITY, STATE OF HAWAII

DATED : November 29, 1988

EXHIBIT "A"
(Page 2 of 4)

RECORDED : Liber 22644 Page 315
CONSENT : Given by KAKAAKO INVESTMENT COMPANY, a Hawaii general partnership, by instrument dated November 17, 1988, recorded in Liber 22644 at Page 322
GRANTING : an easement to construct, reconstruct, install, maintain, operate, repair and remove a utility structure or structures, as part of a drainage system, etc., through, under and across the "easement area", being more particularly described therein

5. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC.
DATED : January 25, 1991
RECORDED : Document No. 91-069878
CONSENT : Given by KAKAAKO INVESTMENT COMPANY, a Hawaii general partnership, by instrument dated January 1, 1991, recorded as Document No. 91-069879
GRANTING : a right and easement for electric purposes

6. The terms and provisions contained in the unrecorded FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER FOR A MASTER PLAN PERMIT dated September 2, 2009, by and between the TRUSTEES OF THE ESTATE OF BERNICE PAUAAHI BISHOP, "KS", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, "HCDA".

A MEMORANDUM OF MASTER PLAN PERMIT FOR THE KAIAPULU 'O KAKA'AKO MASTER PLAN is dated October 27, 2009, recorded as Document No. 2020-012595.

MEMORANDUM OF DECISION AND ORDER RE: MASTER PLAN PERMIT, FILE NO. PL MASP 13.2.8 dated October 15, 2021, recorded as Document No. A-79630719.

7. The terms and provisions contained in the unrecorded MASTER PLAN DEVELOPMENT AGREEMENT dated October 6, 2009, by and between the TRUSTEES OF THE ESTATE OF BERNICE PAUAAHI BISHOP, "KS", AND HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, "HCDA".

A MEMORANDUM OF MASTER PLAN DEVELOPMENT AGREEMENT FOR THE KAIAPULU 'O KAKA'AKO MASTER PLAN is dated October 27, 2009, recorded as Document No. 2010-012596.

Unrecorded SUPPLEMENT NO. 1 TO MASTER PLAN DEVELOPMENT AGREEMENT dated June 20, 2011.

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS RUNNING WITH THE LAND (DECLARATION NO. 1: LAND BLOCKS E AND C)
DATED : September 3, 2013
RECORDED : Document No. A-49970687
PARTIES : MICAH A. KANE, JANEEN-ANN AHULANI OLDS, LANCE KEAWE WILHELM, CORBETT AARON KAMOHAIKIOKALANI KALAMA, AND ROBERT K.W.H. NOBRIGA, TRUSTEES OF THE ESTATE OF BERNICE PAUAAHI BISHOP ("Declarant")

WITHDRAWAL OF DECLARATION OF COVENANTS RUNNING WITH THE LAND (Declaration No. 1: Land Blocks E and C), dated May 19, 2016, recorded as Document No. A-59871198.

CORRECTION TO WITHDRAWAL OF DECLARATION OF COVENANTS RUNNING WITH THE LAND (Declaration No. 1: Land Blocks E and C), dated May 19, 2016, recorded as Document No. A-60610702.

9. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF EASEMENTS (KAKA'AKO BLOCK C PLAZA AREA)

DATED : FEBRUARY 18, 2025

RECORDED : Document No. A-9180000783

10. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KAHUINA

DATED :

RECORDED : Document No.

MAP :

11. The terms and provisions contained in the following:

INSTRUMENT : BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF KAHUINA

DATED :

RECORDED : Document No.

12. Any unrecorded leases and matters arising from or affecting the same.

13. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

TOGETHER WITH those appliances and furnishings included with the Unit as described in the Kahuina Purchase Agreement, as may be amended, executed by and between Grantor and Grantee covering the Unit.

END OF EXHIBIT "A"

EXHIBIT "B"

[to be obtained from HHFDC]